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]
ROLL TAKEN BY THE SECRETARY TO THE GOVERNING BOARD

ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA

COVID-19 HEALTH AND SAFETY UPDATE
5.1 Report from Dr. Kerr, Amador County Public Health Officer
5.2 Report from Dr. Slavensky, Superintendent

PRESENTATION AND RECOGNITION
6.1 Resolution: ACUSD 20/21-029 Day of the Teacher (Mr. Vicari)
6.2 Resolution: ACUSD 20/21-030 Health Week and School Nurses Day (Mr. Snider)

EMPLOYEE ORGANIZATIONS
7.1 Amador County Teachers Association (ACTA) (Mr. Hunkins)
7.2 California School Employees Association (CSEA) (Ms. Cramer)

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

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

Minutes
9.1a Board Meeting 4-14-21

Personnel (Mr. Vicari)
9.2a Current Personnel Recommendations
9.2b ACTA Memorandum of Understanding (MOU)

Business (Mr. Critchfield)
9.3a Warrants issued between: 4/1/21 – 4/15/21

Donation
9.4a Donation from The Estate of June Vaira, Argonaut High School

DISCUSSION/ACTION ITEMS
10.1 Superintendent’s Employment Agreement – Discussion/Action (Approximately 10 minutes) (President Thompson)
On January 5, 2021, Dr. Slavensky announced her retirement, to be effective June 30, 2021. On January 13, 2021 the Board of Trustees voted in a 3-2 vote to hire Leadership Associates to lead the executive search for a new Superintendent. The Board met with Leadership Associates on February 3, 2021, and conducted thorough community input sessions as well as a survey to solicit input from the community from February 5, 2021 through February 15, 2021. These input sessions helped form the job description found here and candidates had until March 12, 2021 to submit their applications for the Superintendent position.

Short Break - Reception

10.2 Phased School Reopening Plan Recommendation for the 2021-2022 School Year – Discussion/Action (Approximately 15 minutes) (Dr. Slavensky /Mr. Snider)
Following the ACUSD Health and Safety Plan and the ACUSD Phased School Reopening Plan, school campuses opened to in-person learning in a hybrid model on November 16, 2020. Earlier in the school year, the Board of Trustees determined that it would be important to review the status of safe reopening of the schools each quarter of the school year. On March 8, 2021, the Board took action to move to the next phase by increasing in-person learning to four days a week beginning April 6, 2021.

10.3 Virtual Learning Options for the 2021-2022 School Year – Discussion/Action (Approximately 20 minutes) (Mr. Snider)
While we expect most students to return for in-person instruction for the 2021-2022 school year, we also understand there will be families who may want a virtual learning option for their child for various reasons. It is also anticipated that California school districts will be required to offer families a virtual learning option for the 2021-2022 school year.

10.4 Board Policy 1240, Volunteer Assistance – Discussion Action (approximately 15 minutes) (Mr. Critchfield/Mr. Snider)
Multiple board policy updates are done each year. The policy presented for updating at this time is in the area of Educational Services for Volunteer Assistance. The description summarizes the changes made to the policy.

10.5 Extended School Year (ESY) Waiver for Amador County Unified School District (ACUSD)—Discussion/Action (Approximately 12 minutes) (Mr. Snider)
California Code of Regulations Title 5 Section 3043 (d) requires an extended school year (ESY) program be provided for a minimum of 20 instructional days, including holidays, for special education students who qualify with mild to moderate or moderate to severe disabilities.

10.6 Resolution ACUSD 20/21 028 TRAN – Amador County USD Tax Revenue Anticipation Note – Discussion/Action (Approximately 15 minutes) (Mr. Critchfield)
A description of the California Cash Reserve Program issuance and executive summary through California School Board Association and the required resolution are attached. For the 2020-21 fiscal year, ACUSD was authorized for $7,000,000.

10.7 First Reading of the SELPA Local Plan – Discussion/Action (Approximately 5 minutes) (Mrs. Brown)
The Individuals with Disabilities Education Act 20 United States Code (20 USC) Section 1400 et seq. and related federal regulations, require each special education local plan area (SELPA) to ensure a continuum of program options are available to meet the needs of students with disabilities for special education and related services.
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10.8 Facility Inspection Tool (FIT) Report – Discussion/Action (approximately 15 minutes) (Mr. Critchfield)
The Facilities Inspection System Report comprises an evaluation of all of the school facilities throughout the district. Over a series of weeks, facilities walks were conducted by Williams and Associates, the Assistant Superintendent of Business, and the Director of Maintenance, Transportation and Operations. The Facility Inspection Tool (FIT) adopted by the State Allocation Board was used to evaluate each facility with a visual inspection.

11.0 REPORTS
11.1 Enrollment Update (Mr. Critchfield)
11.2 Amador County Recreation Agency (ACRA) Update (Board Member Marzano)
11.3 Report from Superintendent (Dr. Slavensky)
11.4 Reports and Remarks from Board Members

12.0 PUBLIC COMMENTS ON CLOSED SESSION

13.0 CLOSED SESSION
13.1 Minutes 4-14-21
13.2 Negotiations - with ACTA and CSEA (Government Code §54950 and §54957) (Mr. Vicari)

14.0 RECONVENE TO OPEN SESSION/REPORT ON CLOSED SESSION

15.0 NEXT MEETING
ACUSD Regular Meeting: Wednesday, May 12, 2021, tentatively scheduled to be held at the Amador County Administration Building, 810 Court St., Jackson, CA. Open Session will tentatively start at 6:30 PM.

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

* Any writings or documents that are provided to the governing board in open session will be made available for public inspection at the meeting or at the Amador County Public Schools District Office located at 217 Rex Avenue, Jackson, CA during normal business hours. Please note that business hours have changed due to COVID-19. If you are need of a hard copy of the agenda, please email the Communication Specialist at demi.wright@acusd.org
Outlook for the 2021-22 School Year

As of April 14, 2021

Purpose of this Presentation

- On April 6, CDPH published *Beyond the Blueprint*, with the expected outlook across all sectors.

- This presentation is intended to provide a more robust school-specific outlook, in an effort to provide as much transparency and lead-time for planning as possible, including:
  
  - Historical context on where we have been
  - What we have learned
  - Expected conditions for the next school year

- This presentation includes no directives, guidance, or other policy.
March - May 2020: Schools Close in Response to Uncertainty About COVID-19 Risks; Pivot to Distance Learning

During this Period:
- Assumption that children are vectors for COVID-19 and would exacerbate community transmission.
- Uncertainty about how to protect students and staff.
- Schools pivot as fast as possible to distance learning and supporting families (continued school nutrition, providing computing devices, etc.).
- **March 7:** Student tests positive for COVID-19, prompting the state’s fifth largest school district to announce closure.
- **April 1:** Governor and State Superintendent finalize labor-management framework for distance learning in partnership with school labor and management groups.
- **April 20:** Governor, First Partner, and State Superintendent secure over 70,000 computing devices and 100,000 connected mobile hotspots from businesses and philanthropies, and distribute them to schools across the state.
**June - August 2020:** Uncertainty Causes Anxious Start to the School Year; Schools Focus on Quality Distance Learning and Planning Re-Opening in Red Tier

During this Period:
- Understanding and emerging consensus that children are not significant vectors.
- Continuing uncertainty about most effective mitigation layers: “all of the above” approach (e.g., emphasis on symptom checks because of a lack of scientific understanding of prevalence of asymptomatic individuals).
- Schools grapple with two big lifts: (1) quality distance learning and (2) preparing for safe re-openings in Red Tier.
- With counties in Purple Tier, most schools begin the school year in distance learning and follow guidance to provide in-person instruction to targeted student groups (e.g., special education) in cohorts.
- June 5: California becomes one of the first states to issue comprehensive school reopening guidance, including a mask mandate in schools.
- June 29: Legislature and Governor allocate additional $5.3 billion for schools to respond to COVID-19, including reopening safeguards and distance learning (e.g., bridging the student digital divide). 83% of funds are allocated according to equity metrics (% of low-income students, students with disabilities, etc.). Related legislation (SB 98) also sets requirements for distance learning, mental health, student re-engagement, and in-person instruction.

**September - November 2020:** Safe Re-Opening Plans Delayed by Winter Surge; Schools Contemplate Remaining Closed for the 2020-21 School Year

During this Period:
- Stronger understanding of effective mitigation layers, including evidence that in-school transmission can be near zero with strong implementation of key precautions (e.g., masks).
- Schools continue improvements to distance learning, but grapple with disengagement and the mental health of students and staff.
- Schools continue providing in-person instruction to targeted student groups in cohorts.
- Schools finalize and begin implementing plans to re-open in Red Tier.
- Looming Winter Surge associated with the holidays leads to caution, then implementation delays, then decisions to remain closed for the entire school year.
- September 1: Governor’s Office of Emergency Services completes delivery of PPE at no cost to schools throughout the state.
- October 28: After Governor announces that the State Valencia Branch Laboratory will prioritize COVID-19 testing for schools, HHS publishes Playbook for schools to set up operations.
- November 17: The state’s seventh largest school district announced it would remain closed for the entire school year. Many school communities contemplate similar decisions.
During this Period:

- California experiences a punishing Winter Surge, prompting strong public health measures to combat transmission. At the height of the Surge, the Governor begins a major push for schools to be the first-priority sector to reopen when cases are anticipated to decline in February.
- **December 3**: Governor institutes Regional Stay-at-Home Order.
- **December 24**: California becomes first state to apply for Medicaid reimbursement for school COVID-19 testing, approved by the Biden administration on March 3, 2021.
- **December 30**: Governor outlines Safe Schools for All Plan, including vaccine prioritization for K-12 staff, State Safe Schools Team for oversight and assistance, comprehensive testing, PPE, and transparency.
- **January 14**: Safe Schools for All Hub is launched as a one-stop shop, providing direct technical assistance to schools and transparency measures for parents.
- **February 19**: Governor accelerates vaccines for K-12 school staff, leading to most receiving access by early March.
- **March 5**: Legislature and Governor allocate additional $6.6 billion to accelerate reopenings and expand mental health and academic supports.

**Expected Conditions for the 2021-22 School Year**
Major Differences Between Last and Next School Years

Key Factors:

1. Research & Understanding
2. Oversight & Assistance
3. Comprehensive Testing Program
4. Vaccines
5. Community Transmission

1. Research & Understanding

<table>
<thead>
<tr>
<th>August 2020</th>
<th>Now</th>
<th>By August 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limited understanding of role of children in COVID-19 transmission</td>
<td>Understanding and consensus that children are not major vectors</td>
<td>Better tailored and targeted precautions</td>
</tr>
<tr>
<td>Tentative understanding of effective precautions</td>
<td>Understanding and consensus that in-school transmission can be minimal with key precautions</td>
<td>Growing evidence of vaccine effectiveness</td>
</tr>
<tr>
<td>Skepticism that children can wear masks</td>
<td>Strong understanding that masks are very effective and experience that children can wear them</td>
<td>Continued mask-wearing across all ages</td>
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<tr>
<td></td>
<td>Aggressive monitoring of variants</td>
<td>Robust testing and contact tracing</td>
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<td></td>
<td></td>
<td>Further heightened focus on variants</td>
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</table>
### 2. Oversight & Assistance

<table>
<thead>
<tr>
<th>August 2020</th>
<th>Now</th>
<th>By August 2021</th>
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</thead>
<tbody>
<tr>
<td>No data on school reopening status or cases reported in schools</td>
<td>Data on reopening status and transmissions, among other elements, available school by school</td>
<td>More refined and granular reporting and transparency</td>
</tr>
<tr>
<td>Reliance on local health departments</td>
<td>Cross-agency State Safe Schools Team providing direct oversight and assistance to hundreds of</td>
<td>Expanded State Team, including regional members covering every county</td>
</tr>
<tr>
<td>State and local health departments stretched to limits, focused on slowing</td>
<td>school districts</td>
<td>As adult vaccination increases and other sectors pose less risk, schools become primary focus</td>
</tr>
<tr>
<td>transmission and minimizing deaths</td>
<td>Contact tracing supplemented by routine training of school liaisons and the School Portal for</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Outbreak Tracking</td>
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### 3. Comprehensive Testing Program

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<thead>
<tr>
<th>August 2020</th>
<th>Now</th>
<th>By August 2021</th>
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</thead>
<tbody>
<tr>
<td>Substantial barriers to access, including limited supply chains</td>
<td>Nation’s most robust school-based testing program, including both PCR and antigen options</td>
<td>Between federal and state supports, potential for no-cost testing for schools</td>
</tr>
<tr>
<td>School-based testing not an option</td>
<td>Nation’s leading financial supports, including state and federal funding for testing for low-income students</td>
<td>Expanded capacity to support safe in-person instruction at schools</td>
</tr>
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### 4. Vaccines

<table>
<thead>
<tr>
<th>August 2020</th>
<th>Now</th>
<th>By August 2021</th>
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</thead>
<tbody>
<tr>
<td>Vaccines seemed like a distant hope</td>
<td>School staff were offered vaccines throughout the state by early March</td>
<td>With greater supply, accelerated rise in vaccination rates in the four months until August, including all high-risk school community members and households</td>
</tr>
<tr>
<td>40% of Californians have received at least one dose</td>
<td>On April 15, all Californians ages 16+ will be eligible for vaccines</td>
<td>Likely vaccine eligibility of children ages 12-15</td>
</tr>
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### 5. Community Transmission Rates

<table>
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<tr>
<th>August 2020</th>
<th>Now</th>
<th>By August 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Many of the most populous counties are in the Purple Tier</td>
<td>Nation’s lowest positivity rates</td>
<td>Immunity through past exposure and vaccination will further mitigate community transmission</td>
</tr>
<tr>
<td>Expectation of a surge associated with forthcoming holidays</td>
<td>Lowest positivity rates to date</td>
<td></td>
</tr>
<tr>
<td>Schools focus on having high quality distance learning programs</td>
<td>Among nation’s lowest case rates</td>
<td></td>
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</table>
**Expected Conditions and Next Steps**

- If current trends and best practices continue, the next school year can begin with offering full in-person instruction to all students (full days, five days per week). Some staff, students, and families may continue to require accommodations.

- State health regulations and guidance will remain operative, but will be revised to reflect changing conditions – including any adjustments to respond to variants – and in consultation with federal, state, and local partners.

- Policy decisions about funding, requirements, authorizations, etc. will be enacted by the Legislature and Governor, in consultation with K-12 stakeholders.

**Planning for the Future**

- Schools can leverage an historic level of state and federal funds, including $4.6 billion to expand learning opportunities, made available through early action in March.

- The following should be considered as priorities:
  - Summer programming, including in partnership with service providers who can help supplement school staff recovering from the stress of this school year.
  - Planning to offer full in-person instruction to all students to start the next school year.
  - Communicating with and educating families who may be reluctant to return to in-person instruction.
  - Maximizing the amount of instructional time, through an extended school year and/or before/after school.
  - Maximizing the value of instructional time, through expanded mental health services and high-dose academic interventions, such as tutoring.
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[Government Code §54954.2]
3.0 **ROLL TAKEN BY THE SECRETARY TO THE GOVERNING BOARD**

4.0 **PUBLIC COMMENTS ON CLOSED SESSION**
There were no public comments.

<table>
<thead>
<tr>
<th>5.0 CLOSED SESSION</th>
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<tbody>
<tr>
<td>5.1 Minutes 3-10-21</td>
</tr>
<tr>
<td>5.2 Negotiations - with ACTA and CSEA (Government Code §54950 and §54957) (Mr. Vicari)</td>
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<tr>
<th>6.0 RECONVENE TO OPEN SESSION/REPORT ON CLOSED SESSION</th>
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<tr>
<td>President Thompson reported that agenda item 5.1, Minutes, were unanimously approved; item 5.2, Negotiations with ACTA and CSEA, there was discussion and direction was given.</td>
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<tr>
<th>7.0 ADDITIONS/DELETIONS OR CORRECTIONS TO THE AGENDA</th>
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<tbody>
<tr>
<td>There were none.</td>
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<tr>
<th>8.0 COVID-19 HEALTH AND SAFETY UPDATE</th>
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<tr>
<td>8.1 Report from Dr. Kerr, Amador County Public Health Officer</td>
</tr>
<tr>
<td>Dr. Kerr provided an update on the status of the COVID-19 pandemic in Amador County. (See the complete transcript of Dr. Kerr’s comments on pages 14 and 15 of this board packet.)</td>
</tr>
<tr>
<td>8.2 Report from Dr. Slavensky, Superintendent</td>
</tr>
<tr>
<td>Dr. Slavensky provided an update on the status of the COVID-19 pandemic related to the schools. Mr. Snider provided additional guidance information. You can view the complete presentation <a href="#">here</a>.</td>
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<tr>
<th>9.0 PRESENTATION AND RECOGNITION (Approximately 30 minutes)</th>
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<tbody>
<tr>
<td>9.1 Spotlight on Schools – Independence High School (Mr. Vicari)</td>
</tr>
<tr>
<td>This Spotlight on Schools presentation featured Independence High School with Principal Butch Wagner. The presentation provided an overview of the school’s unique attributes and outstanding accomplishments.</td>
</tr>
<tr>
<td>9.2 Resolution: ACUSD 20/21-025 Child Abuse Prevention Month (Mr. Snider)</td>
</tr>
<tr>
<td>Tracy Carlton, Project Coordinator at First 5 Amador, spoke about the important work being done in Amador County to help prevent child abuse and the partnership between ACUSD and the Child Abuse Prevention Council. Board Clerk Pulskamp motioned to approved and Board Member Burns seconded on the motion. The motioned passed 5-0.</td>
</tr>
<tr>
<td>9.3 Resolution: ACUSD 20/21-026 Week of the Young Child (Mr. Snider)</td>
</tr>
<tr>
<td>State Preschool &amp; Extended Learning Program Director Donna Custodio spoke about the important work being done in our preschools. She highlighted an event happening on Wednesday, April 21, 2021 to Celebrate our Children. Board Member Whitaker motioned to approved and Board Member Marzano seconded on the motion. The motioned passed 5-0.</td>
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</tbody>
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[Government Code §54954.2]
9.4 **Resolution: ACUSD 20/21-027 School Bus Driver Appreciation Day** (Mr. Vicari)
Board Member Whitaker motioned to approved and Board Member Marzano seconded on the motion. **The motioned passed 5-0.**

9.5 **Resolution: ACUSD 20/21-028 California Adult Education Week** (Mr. Snider)
Board Clerk Pulskamp motioned to approved and Board Member Burns seconded on the motion. **The motioned passed 5-0.**

10.0 **EMPLOYEE ORGANIZATIONS** (Approximately 20 minutes)
10.1 Amador County Teachers Association (ACTA) (Mr. Hunkins)
10.2 California School Employees Association (CSEA) (Ms. Cramer)

11.0 **PUBLIC COMMENTS** (Approximately 30 minutes)
Public comments regarding Discussion/Action Items will be addressed during this time. Due to Zoom limitations, all public comments should be addressed at this time. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits. Individual speakers shall be allowed three minutes to address the Board on non-agenda items. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. **NOTE:** If you wish to address the Board please complete a speaker card and give it to the Board Clerk or Communications Specialist.

Tracy Hinman, Special Education teacher at Argonaut High School, shared her thoughts about the District’s financial status based on the transfer of the mild/moderate special education program and services from ACOE to ACUSD.

12.0 **CONSENT AGENDA** (Approximately 10 minutes)
The Board of Trustees received these items under separate cover as an addendum. Public copy available during regular Board meeting and on the district website. Board Member Burns motioned to approve and Board Member Whitaker seconded the motion. **The motion passed 5-0.**

12.1 **Minutes**
12.1a Board Meeting 3-8-21
12.1b Board Meeting 3-10-21
12.1c Board Minutes 3-25-21
12.1d Board Minutes 3-31-21
12.1e Board Minutes 4-8-21

12.2 **Personnel** (Mr. Vicari)
12.2a Current Personnel Recommendations

12.3 **Business** (Mr. Critchfield)
12.3a Warrants issued between: 3/1/21 – 3/31/21

12.4 **Education** (Mr. Snider)
12.4a Williams Quarterly Report (January/February/March)

12.5 **Surplus**
12.5a Jackson Junior High School, 10 ACER Chromebooks, Broken
    Jackson Junior High School, 1 ASUS Chromebook, Broken

12.6 **Donations**
12.6a Sutter Creek Primary, $2,994.81 donation from Kirk and Kristy Schwyn

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12.6b Sutter Creek Primary, Scrapbooking Supplies from Jackie Murphy
12.6c Pioneer Elementary School, $200 Donation from Shawn and Katie Karai
12.6d Ione Junior High School, $2,000 Donation from Jackson Rancheria Band of Miwuk Indians

12.7 **Miscellaneous**
12.7a Revised Board Meeting Schedule

13.0 **DISCUSSION/ACTION ITEMS**

13.1 **Local Control Accountability Plan (LCAP) Board Engagement – Discussion** (Mr. Snider) (Approximately 20 minutes)
Every June, the Board of Trustees must approve the Local Control Accountability Plan (LCAP) and adopt the annual budget plan for the coming academic year. The LCAP is the plan for all school districts in California that describes how certain state funds received through the Local Control Funding Formula are spent. You can view the full discussion [here](#).

13.2 **Board Policy Update – Discussion/Action** (Mr. Snider) (Approximately 12 minutes)
Multiple board policy updates are done each year. The policy presented for updating at this time is in the area of Educational Services. The description summarizes the changes made to the policy. The Board had multiple questions and voted to table this item until Cabinet can meet with the JPA for answers. Board Member Burns motioned to table this item until the April 28, 2021 board meeting. Board Member Marzano seconded the motion. The motion passed 5-0.

13.3 **Amador County Unified School District’s Audit Reports for 2019-20 – Discussion** (Mr. Critchfield) (Approximately 25 minutes)
Amador County Public Schools contracts with Eide Bailly to perform the annual audit of District funds. This was completed following the closure of the financial books. The report is under separate cover. The Board voted to acknowledge they received the audit. Board Member Whitaker motioned to approve and Board Clerk Pulskamp seconded. The motion passed 5-0.

13.4 **Memorandum of Understanding (MOU) between County of Calaveras Library and Amador County Unified School District – Discussion/Action** (Mr. Critchfield) (Approximately 12 minutes)
The Calaveras County Library desires to enter into a Memorandum of Understanding with ACUSD to provide meal preparation and meals for their summer food service program in support of Calaveras school age youth. Board Member Marzano motioned to approve and Board Member Burns seconded the motion. The motion passed 5-0.

Board President Thompson noted that the Board was approaching the four-hour time limit. Board Member Marzano motioned to extend the meeting one hour to 11:00 PM. Board Clerk Pulskamp seconded the motion. The motion passed 5-0.

14.0 **REPORTS**

14.1 **Facilities Update** (Mr. Critchfield)
Mr. Critchfield provided a facilities update that can be found [here](#). In the update he discussed a facility inspection system report, the deferred maintenance plan, and the facility master plan.

14.2 **Financial Update** (Mr. Critchfield)
Mr. Critchfield provided both a state and federal financial update.

14.3 **Amador County Recreation Agency (ACRA) Update** (Board Member Marzano)
Mr. Marzano had no ACRA report.

14.4 **Report from Superintendent** (Dr. Slavensky)
Dr. Slavensky had no additional report other than the COVID-19 report she presented earlier in the meeting. She mentioned that she has reached out to the new superintendent to congratulate her and said they are working on scheduling time to meet following the April 28, 2021 board meeting.

14.5 Reports and Remarks from Board Members

Board Member Whitaker mentioned he had an opportunity to visit Sutter Creek Primary School, Sutter Creek Elementary School and Ione Elementary before students arrived back on campus 4-days a week.

Board Member Marzano did not provide a report.

Board Member Burns reported that she attended a boardwalk at Sutter Creek Elementary School and Sutter Creek Primary School. Board Member Burns had previously asked about when volunteers could be back on school campuses and although it is now delayed another two weeks, she does look forward to seeing volunteers allowed back. Board Member Burns asked for confirmation that both high schools will hold a prom this year. Dr. Slavensky confirmed that plans are underway and she confirmed that all principals and vice principals have received written guidance and support about planning outdoor events. Board Member Burns asked Cabinet to double check the football players in quarantine are all correct and highlighted the conflicting policy that inside the classroom the required distance is 3 feet apart yet we are still being required to remain 6 feet apart for outdoor graduation ceremonies.

Board Clerk Pulskamp reported that she recently attended the Ione Elementary School boardwalk and said the campus felt positive and teachers were excited. She recognized that it is a large amount of work for teachers and principals to prepare for four days a week of in-person learning. She stated she appreciates their hard work.

Board President Thompson thanked the Board for all of their time and extra work that they have put in for the interview and selection process for the new superintendent. Board President Thompson thanked Dr. Slavensky for providing such a long notice, allowing the Board to go through the process and not be rushed to find a candidate. She stated she is grateful that kids are back to school 4-days a week.

15.0 NEXT MEETING
ACUSD Regular Meeting: Wednesday, April 28, 2021, tentatively scheduled to be held at the Amador County Administration Building, 810 Court St., Jackson, CA. Open Session will follow the ACOE meeting.

16.0 ADJOURNMENT 10:08 PM
* The Amador County Unified School District complies with the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the Superintendent’s Office by calling (209) 257-5353. All efforts will be made for reasonable accommodations.

* Any writings or documents that are provided to the governing board in open session will be made available for public inspection at the meeting or at the Amador County Public Schools District Office located at 217 Rex Avenue, Jackson, CA during normal business hours. Please note that business hours have changed due to COVID-19. If you are need of a hard copy of the agenda, please email the Communication Specialist at demi.wright@acusd.org
COVID-19 Situation Update for ACUSD Board Meeting  
Dr. Rita Kerr, Health Officer  
April 14, 2021

- 1,735 confirmed cases of COVID-19 to date in Amador County residents (excluding MCSP inmates)
- No new MCSP inmate cases since the outbreak resolved last month
- 5 additional Amador County residents cases confirmed today
- 2 newly hospitalized Amador County residents today

Active Cases in Amador as of today: 26 (cases are released from Isolation when they’re no longer contagious)
- Current Amador Case Rate per 100,000 population is 10.4 Current Amador test positivity rate is 3.5%
- Current Amador County Tier Assignment: Red (Substantial)

There was an uptick in COVID-19 activity in Amador County at the end of March. Contact tracing revealed Spring Break travel, social gatherings, and household contacts transmission as factors in the increase. The case episode date is the first day of symptoms or the date the positive test is collected, whichever is earlier.

Case counts by week over the past month:
- Feb 28 – March 6: 15 cases
- Mar 7-13: 18 cases
- Mar 14-20: 20 cases
- Mar 21-27: 31 cases
- Mar 28- Apr 3: 29 cases (the number that determines this week’s tier assignment)
- So far for the week of April 4-10: 13 case episodes (this number may go up as some people wait a few days after symptoms begin to get tested, and more lab results are received)

Last week, the Governor announced “Beyond the Blueprint,” which anticipates that as more people in the State get vaccinated, as long as hospitalization rates remain stable and low, capacity restrictions and closures by sector will be lifted statewide on June 15. However, continued risk reduction measures such as wearing face coverings and favoring outdoor activities over indoor activities will still be in place. In the meantime, to minimize the possibility for small counties to move to more restrictive tiers, the State has revised the data metrics that determine the county Tier color assignments on the State’s Blueprint

- Test positivity rate thresholds for tier assignment remain the same, but
- Instead of case rate per 100,000 population, for small counties absolute case counts will be used
- Since Amador is a mid-sized small county (population between 35K – 70K), in order to move from Red to Orange Amador will need to have fewer than 21 cases per week, with test positivity staying 4.9% or lower, for two consecutive weeks
- To keep test positivity rate low, negative tests are needed in the denominator to offset positives, so keep getting tested!
- Testing and identification of cases also allows the ACPH Contact Tracing Team to notify and instruct positives and contacts about the measures needed to prevent infecting others and keep case numbers down. PH staff works 7 days a week to CT.

The No-Cost OptumServe testing site is located at the back entrance of the HHS building off Lower Ridge Road. It is still available Mon-Wed-Sat, but hours have changed to 7 a.m. – 3 p.m. No appointment is necessary, just drive up and park at the cones and staff will assist with on-site registration. Adults and children can be tested. If you do want to schedule ahead, go to lhi.care/covidtesting or call 1-888-634-1123.
- To date, 149 Amador County residents are known to have been hospitalized due to COVID-19
- Two Amador County residents are currently hospitalized with active COVID-19
- 38 Amador County residents and 8 MCSP inmates have died of COVID-19. Public Health extends condolences to all who are grieving the loss of loved ones or friends.

COVID-19 VACCINE Update: over 23,500 doses have been administered to date to persons who live in Amador County
- Over 8,500 Amador residents are fully vaccinated, and about 6,500 have had their first dose of the two-dose vaccine series
• 22% of Amador County’s total population have been fully vaccinated (25% of people 18 and older, and 50% of >/= age 65)
• Per CDC and CDPH: 2 weeks after completing vaccination, persons do not need to quarantine if exposed to COVID (unless symptoms)
• However, the CalOSHA emergency temporary standards are still in place for employers/workers
• When you’ve been fully vaccinated, you can: gather indoors with fully vaccinated people without wearing a mask; gather indoors with unvaccinated people from one other household without masks, unless any of those people or anyone they live with is at increased risk of severe illness from COVID-19
• In public, everyone, including fully vaccinated people, should still wear a mask, stay at least 6 feet apart from others, avoiding crowds and poorly ventilated spaces
• Currently eligible groups to receive vaccine (those who live or work in Amador County)
  o All persons age 18 and older (Amador County currently doesn't have Pfizer vaccine for ages 16-17)
• Other clinics in Amador County that vaccinate their patients include Sutter Health and WellSpace Health
• Four pharmacies in Amador County now offer COVID vaccines - visit their websites to book available appointments
  o CVS
  o Safeway
  o Walgreen’s
  o Walmart
• Amador County has begun onboarding to the State’s MyTurn vaccine eligibility/scheduling app, will be scheduling vaccine appointments via MyTurn.ca.gov beginning on April 16

Regarding school data:

Our School Tracker has over 650 line entries since ACUSD schools reopened for in-person instruction last fall.
• Some of those entries represent the same individual being entered more than once
  o For example due to starting on quarantine then being changed to isolation status when they test positive
  o Others have been placed on quarantine more than once due to exposure at different times
  o Linked to the Big Game: 71 students are distance learning while on quarantine this week, 1 staff and 2 coaches are quarantined

We know what works. We can stop the spread of COVID in schools by layering and carefully implementing mitigation strategies, including masks, stable groups, proper ventilation, washing hands, symptom screening and testing. Vaccination adds another layer of protection on top of these measures, which even those who have received vaccine need to continue practicing at this time. It is particularly important that anyone who feels ill (even with mild symptoms) stay home, especially if waiting for COVID-19 test results. If you don’t feel great? Isolate.
DATE: April 28, 2021

AGENDA ITEM #: 9.2a

SUBJECT: Human Resources Consent Agenda for April 28, 2021

CURRENT PERSONNEL RECOMMENDATIONS

Certificated~ New Hire 2021-2022
Anisha Ramani, K-8 school counselor, 1 FTE, Itinerant
Rosa Camargo Nunez, high school counselor, 1 FTE, Itinerant

Certificated~ Resignation
Caroline Earl, temporary mild moderate teacher, 1 FTE, Itinerant, effective April 16, 2021

Certificated~ Retirement
Laurie Carson, music teacher, 1 FTE, Itinerant, effective June 5, 2021

Classified ~ New Employee
Susan Dorris, TK-K instructional aide, 3.5 hours/11 months, Sutter Creek Primary, effective April 29, 2021
Alicia Vega, English Learner HM/SCH Liaison, 7 hours/11 months, Itinerant, effective April 15, 2021
Alicia Vega, English Learner HM/SCH Liaison, 7 hours/11 months, Itinerant, effective April 29, 2021

Classified ~ Retirement
Ethel Allen, administrative assistant II, 8 hours/217 days, North Star Independence Study, effective June 30, 2021

Classified~ Summer School Administrative Assistant
Melissa Case, administrative assistant III, 7.5 hours, Educational Options, effective June 7, 2021 through June 30, 2021

Classified~ Promotion
Gerald Howe, from computer technician to network technician, 8 hours/12 months, Itinerant, effective April 29, 2021

Classified~ Released during Probation
Employee 402953 released during probation, effective April 19, 2021
Employee 402982 released during probation, effective March 31, 2021
RECOMMENDATION:
The Superintendent recommends that the Board approve the personnel recommendations.

PRESENTED BY:
David Vicari, Assistant Superintendent, Human Resources & Labor Relations
MEMORANDUM OF UNDERSTANDING
Between
AMADOR COUNTY UNIFIED SCHOOL DISTRICT
AND
AMADOR COUNTY TEACHERS ASSOCIATION
Re: COVID-19 REOPENING SCHOOLS IN THE HYBRID MODEL
[Nov. 16, 2020]

The Amador County Unified School District ("District") and Amador County Teachers Association ("Association") collectively referred to hereinafter as "the Parties," enter this Memorandum of Understanding ("MOU"), regarding the issues related to the Coronavirus-19 / COVID-19 (COVID-19).

The Parties recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its staff.

The Parties agree that continuity of District instruction is important for and provisions should be made for District employees who are impacted by the pandemic.

As the Parties continue to negotiate the impact of changes in working conditions as they relate to teaching and learning during the 2020-2021 work year, the Parties recognize the need to address the learning environment and instructional model given the continuing pandemic.

It is in the mutual interest of the Parties to abide by the recommendations of public health officials to prevent illness and further spread the virus. The Parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions.

In accordance with guidance from the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Amador County Health Officer (ACHO) the Parties agree to the District's Hybrid Learning model under the following conditions and terms:
1.0 Physical Distancing

1.1 The parties agree that the Federal, State and County recommendations for physical distancing are a priority.

1.2 The parties also agree that the recommended 6 (six) feet distance from staff to staff, and staff to students, will be followed.

1.3 The number of desks in a classroom that allow for 6 feet of distance for all sites will be provided in the appendix of this document. If a classroom needs to be assigned more students than meet the 6 foot measurement, a conversation with the teacher, site administrator, and Association representative will be held. All solutions will be considered, including, but not limited to partitions between desks, markings on classroom floors to promote distancing, help with moving furniture, additional PPE, or arranging desks in a way that minimizes face-to-face contact. If no agreement is reached between the affected teacher and site administrator, a member who continues to have a concern about the safety aspects of spacing students less than 6 feet apart,—the member may seek assistance from the association and meet with district officials. Members can not agree to less than 4.5 feet distance between students. The Association President’s appointee and the district may negotiate otherwise.

1.4 One-way directions/movement —The District will provide directional arrows on the ground and/or on buildings to support movement through buildings that are unidirectional which maximizes physical distancingMultiple and assigned entry points

1.5 students tend to congregate in large groups at access points before and after school. Where multiple access points to/from a building exist, the sign for entry and exit shall differ. If the District requires a unit member to monitor ingress and egress locations, he/she shall be compensated at $45.00 per hour for time worked beyond the duty day.

2.0 Recess Issues/ Lunch Time —

2.1 As with student lunchtime, to maximize distancing and limit contacts, changes will have to be made to recess, such as staggering times, maintaining
intact groupings, dividing the playground into sections, having only outdoor recess, and/or preventing students from using shared equipment. If the District requires a unit member to increase their on duty time beyond regular duty time, he/she will be compensated at $45.00 per hour, for time worked beyond the duty day.

3.0 Virtual staff meetings –

3.1 The District shall not require in-person staff meetings or professional development if the six foot distancing requirement cannot be met. Total time for staff meetings in the course of a month shall not exceed 2 hours.

4.0 Personal Protective Equipment (PPE) or Essential Protective Gear (EPG)

Masks-

4.1 The District shall require the use of facial coverings ("masks") for persons who are on campus, in accordance with federal, state, and local guidelines currently in effect. The district will publicize to parents that it is now the mandate that ALL students, TK-12, wear masks at all times while on campus unless eating or drinking, or unless a written exemption is provided by a doctor.

4.2 Individuals who cannot wear a mask because of a written documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt).

4.3 If a mask or face shield is also not allowed per the doctor then other protective measures such as a plexiglas barrier around the student’s desk and preferential seating near a window or door shall be considered.

4.4 Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus.

4.5 Sites must exclude students from campus if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear one provided by the school.

4.6 District will provide appropriate face coverings (i.e. face shields with drapes for TK-2 teachers, or others who request them).
4.7 Those members working with mild to moderate special education students, who may present a health concern, may request from their site administrator and will be given appropriate PPE, such as gowns, gloves, etc.

5.0 Hand sanitizer/soap – The District shall comply with the following hand washing logistical requirements:

5.1 Every room with a sink shall be stocked with soap, hand sanitizer, and hand drying equipment;
5.2 Every classroom shall be provided hand sanitizer;
5.3 Non-classroom workspaces shall be provided hand sanitizer;
5.4 Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;
5.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

6.0 Other Health and Safety Issues

6.1 Daily cleaning and disinfecting- The District will disinfect all classrooms, restrooms, and workspaces daily or multiple times daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant.

6.2 Classrooms, restrooms, and workspaces will be cleaned according to the schedule at each individual school site.

6.3 If a classroom cannot be cleaned or disinfected, due to lack of personnel or other reasons, the room shall not be utilized until cleaning and disinfecting does occur. In the event the site administrator is unable to secure classified staff to disinfect, members may timesheet the additional time needed to disinfect after addressing the need to do so with the site administrator.

6.4 HVAC - The District will operate all capable HVAC systems on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
6.5 Air filters shall be MERV-13 or higher and changed at the recommended intervals.
6.6 Portables and/or other rooms without adequate central HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
6.7 Windows in the workspace must be functional when possible.

7.0 Health screening, testing, notification, and contact tracing –
7.1 The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers.
7.2 Visitors with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry.
7.3 Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site, pending travel home.
7.4 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials.
7.5 All persons who may have had contact with the infected individual shall be notified.
7.6 The District shall notify the Association President of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.
7.7 The District will implement and update daily, a district wide informational dashboard, with Covid related information and site specific data.

8.0 Handwashing-
8.1 Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.
9.0 Criteria to Return to Distance Learning-
  9.1 The criteria for considering a return to distance learning includes, but is not limited to, staff absences compromising the ability to carry out the health and safety plan and the number of daily student absences. If the above mentioned criteria become apparent, the Parties agree to meet and confer about returning to the distance learning model.
  9.2 Should the district return to full distance learning, members will remain in their current teaching assignment, with the exception of those teachers who are currently on a voluntary leave of absence. Those teachers may return to their previous teaching assignment and provide distance teaching, pending a conversation and agreement with the Human Resources Dept. with an ACTA representative present.
  9.3 The Local Health Officer may also determine school closure is warranted for other reasons, including results from public health investigation or other local epidemiological data.
  9.4 Schools may typically reopen after 14 days and the following have occurred:
    - Cleaning and disinfection
    - Public health investigation
    - Consultation with the local public health department

10.0 Special Educators-
    Mild to Moderate Teachers who service students with IEP’s will not be required to hold both Distance Learning classes and in-person teaching.

11.0 Childcare
    11.1 Unit members are allowed to bring their District-enrolled children with them to their workspace.
    11.2 All health and safety procedures will apply.
    11.3 Unit members will be required to sign an acknowledgment form.
    11.4 Students are to stay within the confines of their parent’s workspace.
12.0 Scheduling

12.1 Full Days schedule –(Elementary Sites)
students are split into Monday/Thursday & Tuesday/ Friday cohorts to reduce the numbers at school at the same time, providing some physical distancing via smaller class sizes.
12.1.1 Site Administration and members will assure that all teachers have adequate time for personal comfort breaks, during scheduled recesses.
12.1.2 When co-mingling of cohorts occur due to staff absences, social distancing and masks will be adhered to.

12.2 The District shall make every effort to avoid increases to unit member workload.
12.2.1 Any change to the instructional schedule that increases a unit member’s workload shall be compensated at the unit member’s hourly rate of pay.

12.3 The five day workweek (Monday through Friday) for all bargaining unit members shall include four (4) days in-person instruction and one (1) pupil free day per week.
12.3.1 When students are not present on campus, they shall be assigned asynchronous distance learning activities.
12.3.2 Teachers will offer office hours for students on the student free day.

12.4 Pupil free days shall be reserved for bargaining unit member preparation and planning time.
12.4.1 Pupil free days shall not be utilized for staff meetings or professional development.
12.4.2 One (1) pupil free day per week shall be scheduled for weeks during the school year when, due to a holiday or break, the workweek is less than five days. The parties agree to meet immediately to review the current 2020-21 school year calendar to schedule all weekly pupil free days.

12.5 Middle School Schedule-
12.5.1 The five day workweek (Monday through Friday) for all bargaining unit members shall include four (4) days in-person instruction and one (1) pupil free day per week.
12.5.2 Pupil free days shall be reserved for bargaining unit member preparation and planning time.
12.5.3 When students are not present on campus, they shall be assigned asynchronous distance learning activities.

12.6 Secondary schedule-
12.6.1 The five day workweek (Monday through Friday) for all bargaining unit members shall include four (4) days in-person instruction and one (1) pupil free day per week.
12.6.2 Pupil free days shall be reserved for bargaining unit member preparation and planning time.
12.6.3 When students are not present on campus, they shall be assigned asynchronous distance learning activities.

12.7 Voluntary professional development and grade and subject level collaboration time will also be offered to members.

12.8 Whereas members of the Amador County Teachers Association may elect to record a video featuring direct instruction of new content that students can watch on their own time. Recording a virtual class for other students to view on their own time is permissible as long as the video does not disclose PII or information from any student’s educational record; Whereas it is likely that an all-day recording of classroom instruction could capture videos directly related to individually-identifiable students and at least portions of video could qualify as an educational record, requiring prior, written consent before disclosure to online service providers or others;

Therefore, the parties agree to the following:

1. Unit members may record a video of their instruction that shall be used for instructional purposes only.
2. Members will reserve the control of the videos.
   a. Members will be in control of the recording and its editing.
      i. Video recordings shall avoid having student images appear in recordings to the greatest extent possible or reveal any FERPA protected PII.
   b. Members will elect when to remove the video from circulation.
3. No video recordings may be used for disciplinary or evaluation purposes.
4. Video recordings will be password protected so as to only be available to enrolled students of the unit members' classes.

The district will ensure students and parents understand the recording and/or use of images and/or sounds contained in online lessons is prohibited by Education Code sections 51512 and 43503(d)(2), and the California Penal Code Section 632.

Assignment to a distance learning position
Temporary Assignments- As per Side Letter of Agreement Re Voluntary Transfers
Dated 11/05/2020

13.0 Extra Duty Wages
13.1 The parties agree that each employee will be compensated $1500.00 (prorated based on 1.0 FTE) by the end of December 2020 as compensation for the extra duties mandated as a result of Covid 19 and effects to all job descriptions.

14.0 Covid related absences.
14.1 With new guidelines anticipated both sides agree to reopen this topic in Jan. 2021

15.0 Duration-
15.1 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement.

16.0 Consultation
16.1 The Parties agree to meet frequently to mitigate any potential changes that affect working conditions of all unit members.
17.0 All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is a non-precedent setting document.

For the Association 4/12/21

Date

For the District 4/3/21

Date
April 07, 2021

Addendum to Memorandum of Understanding between ACUSD and ACTA

Re: COVID-19 Reopening of Schools in the Hybrid Model

As per section 16.1 and with the changes in protocol from CDPH, (03/20/2021) the parties agree to amend;

Sec.1.2 and 1.3 Physical Distancing

Classroom Space

The Parties agree to adhere to the following in accordance with CDPH guidelines which were updated 3-20-2021.

- Distance teacher and other staff desks at least 6 feet away from student and other staff desks.
- Maintain a minimum of 3 feet between student chairs for the remainder of the 2020-2021 School year unless the minimum requirement is increased by CDPH.
- The District will enforce strict mask adherence The District office will communicate the strict mask adherence prior to and continuing through the remainder of the school year.
- Maintain 6 feet of distancing will be adhered to during times when students or staff are not masked (e.g., due to eating or drinking).
Sec. 6.4 and 6.5

HVAC/ Air Filters

Upon approval by CDPH and Amador County Health Officer and in consultation with ACTA leadership, the use of UV Light Ionizers and MERV-8 filters can be utilized in place of MERV-13 filters.

Sec. 12.1 Full Day Schedule (elementary)

All hybrid students will attend school 4 days a week. Monday through Friday, with Wednesday an asynchronous learning day. Stable groupings of students will be defined as class enrollment.

Sec. 13. Extra Duty Wages

Add- 13.1- Effective February 1, 2021, ACTA members may timesheet up to an hour a week for classroom cleaning/disinfection with approval from the Site Administrator at the hourly wage of $45.

Add- 13.2 ACTA members will timesheet 7 hours planning time, at per diem, due to transitioning in-person instruction from 2 days a week cohorts to 4 days a week stable groupings. The timesheet is due by April 30, 2021.
Note:

- **ACTA members may enlist their site representative or other ACTA officers to address adherence to what has been agreed upon and is delineated in this MOU and attached addendums.**
- **Members are encouraged to work with their site administrators to obtain necessary equipment and supplies for best teaching practices.**
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**Total:** 424,412.93

If there are any questions regarding any of the payments, please contact Jared Critchfield @ 257-5375 or Nancy Kohlman @ 257-5333
AGENDA ITEM #: 10.1

SUBJECT:
Superintendent’s Employment Agreement – Discussion/Action

BACKGROUND INFORMATION:
On January 5, 2021, Dr. Slavensky announced her retirement, to be effective June 30, 2021. On January 13, 2021 the Board of Trustees voted in a 3-2 vote to hire Leadership Associates to lead the executive search for a new Superintendent.

The Board met with Leadership Associates on February 3, 2021, and conducted thorough community input sessions as well as a survey to solicit input from the community from February 5, 2021 through February 15, 2021. These input sessions helped form the job description found here and candidates had until March 12, 2021 to submit their applications for the Superintendent position.

The Board of Trustees met with Leadership Associations on March 31, 2021 to review the top candidates and held all day in-person interviews on April 8, 2021.

On April 8, 2021 the Amador County Unified School District Board of Trustees extended a verbal offer to Dr. Torie Gibson for the Superintendent position effective July 1, 2021.

FISCAL IMPLICATIONS:
Available by request in the district office.

RECOMMENDATION:
The Board President recommends that the Board of Trustees approve the Superintendent Employment Contract.

PRESENTED BY:
Kandi Thompson, Board President
SUBJECT: Phased School Reopening Plan Recommendation for the 2021-2022 School Year – Discussion/Action

BACKGROUND INFORMATION: Following the ACUSD Health and Safety Plan and the ACUSD Phased School Reopening Plan, school campuses opened to in-person learning in a hybrid model on November 16, 2020. Earlier in the school year, the Board of Trustees determined that it would be important to review the status of safe reopening of the schools each quarter of the school year. On March 8, 2021, the Board took action to move to the next phase by increasing in-person learning to four days a week beginning April 6, 2021.

New California Department of Public Health Guidance continues to be released. COVID-19 related numbers for Amador County Public Schools students and staff are posted to the district website and updated daily. Amador County Public Health also posts county-wide numbers.

FISCAL IMPLICATIONS: None

RECOMMENDATION: The Superintendent recommends that the Board of Trustees hear the staff report and recommendation regarding the Phased School Reopening Plan, have discussion, and take action as needed.

PRESENTED BY: Amy L. Slavensky, Ph.D., Superintendent of Schools
Sean Snider, Assistant Superintendent, Educational Services
AMADOR COUNTY UNIFIED SCHOOL DISTRICT

COVID-19 UPDATE &
PHASED REOPENING SCHOOL PLAN

Dr. Amy L. Slavensky, Superintendent
Sean Snider, Assistant Superintendent, Educational Services

April 28, 2021

Agenda

1. Our Current Context
2. Our Phased School Reopening Plan
3. Recommendation for the 2021-2022 School Year
4. Next Steps
5. Discussion/Action
Our Current Context: COVID-19 Numbers

As of November 16, 2020...

**April 13, 2021**
- Students who have tested positive = 91
- Students who are currently active = 2
- Students who have been placed in quarantine = 546
- Students who are currently quarantined = 92
- Staff who have tested positive = 26
- Staff who are currently active = 0
- Staff who have been placed on quarantine = 26
- Staff who are currently quarantined = 3

**April 23, 2021**
- Students who have tested positive = 105
- Students who are currently active = 8
- Students who have been placed in quarantine = 590
- Students who are currently quarantined = 55
- Staff who have tested positive = 26
- Staff who are currently active = 0
- Staff who have been placed on quarantine = 27
- Staff who are currently quarantined = 1

Our Current Context: Being Adaptable & Flexible

- CDPH Guidance is still constantly changing.
  - December 14, 2020 Quarantine Guidance & Youth Sports
  - January 14, 2021 Reopening In-person Instruction Framework
  - February 19, 2021 Youth Sports
  - March 4, 2021 Youth Sports
  - March 30, 2021 K-12 Schools Reopening Framework and Guidance Q&A
  - April 1, 2021 Outdoor Seated Events and Live Performances
  - April 2, 2021 Blueprint for a Safer Economy - Activity Tiers
  - April 15, 2021 Updates to gatherings, receptions, conferences, and indoor live events and performances

- Adaptability and flexibility continue to be essential to respond to these changing situations now and throughout the school year.
- Collaboration with our labor partners is essential in this work.
Phased School Reopening

- **Stage 1: Distance Learning (DL)**
  - For counties in the purple tier, this is the only option to open the school year.
- **Stage 2: Limited Student Access (8/25/2020 CDPH Guidance) – Effective 10/19/2020**
  - DL continues for all students.
  - This may happen when a county is in the purple tier and other tiers.
  - Special Education students, English learners and students far below grade level will return for assessments, services, and instruction in small groups.
  - Information will be communicated to these families.
- **Stage 3: Hybrid Learning – Effective 11/16/2020**
  - When allowable, pending Amador County Public Health Officer approval.
  - Must follow CDPH Guidance for Schools and School-Based Programs such as mandatory mask wearing and 6 foot distancing.
  - Details provided in the Learning Continuity Plan.
- **Stage 3.5: Increased Hybrid In-Person Learning to 4 Days/Week – Effective 4/6/2021**
  - Five days a week on campus instruction.
  - Daily sanitizing, social distancing, and mask wearing, pending CDPH guidance.
  - Limits on large gatherings, extracurricular activities and athletics, pending CDPH guidance.
- **Stage 4: Traditional Schedule with Restrictions**
  - Five days a week on campus instruction.
  - Assemblies, extracurricular activities and athletics.
  - Daily health screenings may still be required.
- **Stage 5: Traditional Schedule with No Restrictions**
  - Five days a week on campus instruction.

Recommendation for the 2021–2022 School Year: Stage 4

If current trends and best practices to support health and safety for all students and staff continue, the recommendation is to return to 5 days a week of in-person learning complying with the pre-COVID state required number of instructional minutes.
Next Steps

- Further develop elementary and secondary virtual learning options for the 2021-22 school year.
- Continue to strengthen staffing to support in-person learning.
- Continue to communicate updates to and seek feedback from all stakeholders.
- Continue to make improvements to Hybrid Learning and Distance Learning, with focused attention on social-emotional wellness / counseling support and academic learning.
- Continue to provide professional development and collaboration time for teachers, staff and principals to support student learning and social-emotional wellness.
- Continue to collaborate and negotiate with our labor partners.
- Continue to implement the Learning Continuity and Attendance Plan making adjustments as needed.
- Continue to collaborate with Amador County Public Health Office.
April 28, 2021

AGENDA ITEM #: 10.3

SUBJECT:
Virtual Learning Options for Students for the 2021-2022 School Year

BACKGROUND INFORMATION:
While we expect most students to return for in-person instruction for the 2021-2022 school year, we also understand there will be families who may want a virtual learning option for their child for various reasons. It is also anticipated that California school districts will be required to offer families a virtual learning option for the 2021-2022 school year.

For these reasons, we are pleased to present this recommendation for the virtual learning options for elementary, junior high, and high school students for the 2021-2022 school year.

FISCAL IMPLICATIONS:
None.

RECOMMENDATION:
The Superintendent recommends that the Board approve the recommended virtual learning options for the 2021-2022 school year.

PRESENTED BY:
Jared Critchfield, Assistant Superintendent, Business Services
Sean Snider, Assistant Superintendent, Educational Services
Rationale:
Districts may continue to be required to have a Distance Learning option for families in 2021-2022.
2021-2022 Virtual Learning Options for Students

**Recommendation:**
To better identify and differentiate North Star Independent Study School from Independence High School, locally change the name to:

**North Star Academy**

Elementary Recommendation:
Continue the successful elementary distance learning program operating through Pine Grove Elementary School for students in grades TK-6. This school within a school will be called Pine Grove Virtual Academy.
2021-2022 Virtual Learning Options for Students

**Junior High Recommendation:**

Expand North Star Academy to include grades 7-8.

- Junior High North Star will be housed at Ione Junior High School.
- Students will engage in weekly, virtual direct instruction in Math, English, Science and History/Social Science.

**High School Recommendation:**

Continue to operate North Star option for high school students as it currently exists and pilot 3 pathway options depending on the student’s academic plan.

- 4-year college, A-G pathway
- 2-year college or trade school pathway
- Career pathway
2021-2022 Virtual Learning Options for Students

Discussion & Questions
AGENDA ITEM #: 10.4

SUBJECT:
Board Policy 1240, Volunteer Assistance – Discussion/Action

BACKGROUND INFORMATION:
On March 16, 2021, the District received an update from the District’s Joint Powers Authority for amending Board Policy 1240, Volunteer Assistance. Given this information, Amador County Public Health has authorized the District to allow fully vaccinated individuals to provide volunteer assistance at school sites. Interested individuals must also complete the Assumption of Risk – Vaccination Verification and Medical Treatment Authorization Form (included in the board packet).

On April 14, 2021, the Board of Trustees received a recommendation from the Superintendent to approve a revision to the Board Policy 1240, allowing fully vaccinated individuals to provide volunteer assistance at school sites. The Board had discussion and decided to table the item to the April 28, 2021 meeting, and asked the Superintendent to further research the matter.

After further research with the District’s Joint Powers Authority, it has been determined that this board policy update applies to classroom volunteers only due to the recent implementation of the CDPH 3-foot physical distancing guidance in classrooms and the related greater risk of COVID19 exposure indoors with less physical distance between students.

FISCAL IMPLICATIONS:
None.

RECOMMENDATION:
The Superintendent recommends that the Board approve the revised board policy.

PRESENTED BY:
Jared Critchfield, Assistant Superintendent, Business Services
Sean Snider, Assistant Superintendent, Educational Services
The Board of Trustees recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools’ relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students.

(cf. 1000 - Concepts and Roles)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)

The District Superintendent or designee shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors to students and/or make appropriate referrals to community organizations.

**During the COVID-19 pandemic, the California Department of Public Health does not allow volunteers to be on school campuses because they are not considered to be essential to the educational process. However, as of April 14, 2021, in cooperation with the Tuolumne County Joint Powers Authority, Amador County Public Health has authorized the Board to allow fully vaccinated individuals to provide classroom volunteer assistance at school sites.**

To comply with this local public health directive, the Amador County Unified School District is adopting an additional component of its volunteer screening process that requires all individuals, prior to providing classroom volunteer assistance at school sites, to present a COVID-19 vaccination card documenting the individual has received a full dosage of one of the currently available COVID-19 vaccines. Interested individuals must also complete the Assumption of Risk – Vaccination Verification and Medical Treatment Authorization Form.

**During the COVID-19 pandemic, volunteer coaches will continue to comply with the California Department of Public Health’s guidance for youth sports and athletics.**

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Board prohibits harassment of any volunteer on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. (Government Code 12940)

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

As appropriate, the Superintendent or designee shall provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program.

Volunteer work shall be limited to those projects that do not replace the normal duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the
classroom or school and comply with employee negotiated agreements.

(cf. 4141/4241 - Collective Bargaining Agreement)

The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative regulation for the types of duties they will perform.

Volunteers shall act in accordance with district policies, regulations, and school rules. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

(cf. 3515.2 - Disruptions)

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers. (cf. 1150 - Commendations and Awards)

The Superintendent or designee shall periodically report to the Board regarding the district’s volunteer assistance program.
Workers' Compensation Insurance

The Board desires to provide a safe environment for volunteers and minimize the district's exposure to liability.

Upon the adoption of a resolution by the Board, volunteers shall be entitled to workers' compensation benefits for any injury sustained while engaged in the performance of service for the district. (Labor Code 3364.5)

(cf. 3530 - Risk Management/Insurance)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
PARTICIPATION AS A DISTRICT VOLUNTEER
ASSUMPTION OF RISK - VACCINATION VERIFICATION-
MEDICAL TREATMENT AUTHORIZATION

Name of Volunteer:

Destination: (Please be specific)

Purpose of Your Attendance: (Class helper, etc.)

DISTRICT USE-VERIFY VACCINATION CARD:
COVID-19 Vaccination Information:

Date Dose 1:_________ Date Dose 2:_________ Initial District Employee:_________

By my signature below, I acknowledge that the activity is voluntary and verification of vaccination status for COVID-19 is required to participate. I further acknowledge this activity could lead to illness, and/or injury or death and I assume such risks. As provided in the California Education Code, Section 35330, I further agree to hold the Amador County Unified School District / Amador County Office of Education, its Board, officers, employees and agents harmless and waive any and all claims against the District arising out of or in connection with my participation as a volunteer.

In the event of any illness or injury, I hereby consent to whatever x-ray, examination, anesthetic, medical, dental or surgical diagnosis and/or treatment and hospital care from a licensed physician and/or surgeon as deemed necessary for my safety and welfare. It is understood that the resulting expenses will be my responsibility.

Amador County Unified School District / Amador County Office of Education has advised me that there are certain risks associated with the potential exposure to the novel Coronavirus, also known as Covid-19, and that the potential exposure to the coronavirus can be reduced, but in some circumstances is unavoidable. Working in a school setting, or being present on School District premises and/or at School District functions, may cause exposure to the Coronavirus, to me, my child or to School District employees who have contracted the Coronavirus, or to students who have contracted the Coronavirus, as well as to all visitors and other persons, who have contracted the Coronavirus.

Steps will be taken by Amador County Unified School District / Amador County Office of Education to reduce the risk of my exposure to the Coronavirus, but even with those steps there is still a risk that working on campus and interacting with employees, students and third parties, could expose me to the Coronavirus. I hereby acknowledge the risk of exposure to the Coronavirus, and I acknowledge the risk that I may contract the Coronavirus by coming on to the school district premises and interacting with employees, students and other people. I further acknowledge that allowing my child to participate in this event could also be exposed to the Coronavirus by and through these risks, and could enhance the risk of exposure to the Coronavirus to me and to other people.

Signature __________________________ Date _______________

Address: Number Street

City State Zip Code

Health Insurance Company: Policy Number: __________________________

(e.g., Kaiser)

In the event of illness or accident, please notify:

Name: __________________________ Relationship: __________________________

Address: Number Street

City State Zip Code

Work Phone ( ) Home Phone ( )

Work Phone ( ) Home Phone ( )

City State Zip Code

If there are any special medical instructions, please attach an explanation to this sheet and check the appropriate box.

☐ Instructions attached ☑ No instructions attached
AGENDA ITEM #: 10.5

SUBJECT:
Extended School Year (ESY) Waiver for Amador County Unified School District (ACUSD)

BACKGROUND INFORMATION:
California Code of Regulations Title 5 Section 3043 (d) requires an extended school year (ESY) program be provided for a minimum of 20 instructional days, including holidays, for special education students who qualify with mild to moderate or moderate to severe disabilities.

The Amador County Unified School District (ACUSD) is requesting a waiver from the California Department of Education to modify the required special education extended school year from 20 days to 15 days. ACUSD ESY will utilize a 15-day schedule of 5 hours per day, totaling 75 hours of in-person instruction. Operating under this model provides for the equivalent number of instructional minutes for students, while maximizing attendance and staffing options.

ACUSD operates a modified, year-round schedule. Parents, students, and staff support the shortened ESY schedule as it is difficult to have families attend a 20-day ESY program and also difficult to staff a 20-day ESY program, because it impedes families’ and staff’s ability to take much-needed time away to reenergize before returning for a new school year.

In addition, ACUSD serves a large geographical region that requires long bus rides for students. Maximizing the time they are present each day is more efficient with our long bus routes.

The proposed ESY schedule with longer school days will also better accommodate students who require Designated Instructional Services (DIS). ACUSD also believes that modifying the ESY schedule to 3 weeks with extended daily time will maximize student learning, and lessen the typical drops in attendance during the final week of the program. In addition, longer school days provide greater opportunity for instructional impact.

This schedule will also help ACUSD to hire highly qualified special education teachers currently employed while allowing teaching and para-educator staff additional time to pursue professional development, higher education goals, and time to re-energize and prepare for the next school year.

FISCAL IMPLICATIONS:
Projected cost saving in the areas of transportation, electricity, custodial and administration due to reduced days and alignment with the District’s General Education Summer School Program.

RECOMMENDATION:
The Superintendent recommends that the Board approve the ESY Waiver.

PRESENTED BY:
Sean Snider, Assistant Superintendent, Educational Services
AGENDA ITEM #: 10.6

SUBJECT: Resolution ACUSD 20/21 028 TRAN – Amador County USD Tax Revenue Anticipation Note

BACKGROUND INFORMATION:
A description of the California Cash Reserve Program issuance and executive summary through California School Board Association and the required resolution are attached. For the 2020-21 fiscal year, ACUSD was authorized for $7,000,000.

TRANS are a standard part of the school districts/county office business to cover temporary cash flow shortfalls.

FISCAL IMPLICATION:
The cost of issuance is paid from interest earnings.

RECOMMENDATION:
Superintendent Slavensky recommends that the Board approve the issuance of a TRAN for 2020-21.

PRESENTED BY:
Jared Critchfield, Assistant Superintendent, Business Services
THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION ACUSD 20/21-028

NAME OF DISTRICT: AMADOR COUNTY UNIFIED SCHOOL DISTRICT

LOCATED IN: COUNTY OF AMADOR

MAXIMUM AMOUNT OF BORROWING: $7,000,000


WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the “Board”) has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the “District”), a public body corporate and politic located in the County designated above (the “County”), it is desirable that a sum (the “Principal Amount”), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2022 (“Fiscal Year 2021-2022”) by the issuance of its 2021-2022 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the “Series A Notes” and any subsequent series of which shall be referred to herein as “Additional Notes,” and collectively with the Series A Notes, the “Notes”), in one or more series (each a “Series”), therefor in anticipation of the receipt by or accrual to the District during Fiscal

* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).
Year 2021-2022 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;** and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District’s behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2021-2022 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2021-2022 which will be received by or will accrue to the District during such fiscal year

** Unless the context specifically requires otherwise, all references to “Series of Notes” herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.
for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2021-2022 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Sandler & Co., as underwriter for the Program (the "Underwriter"), and Dale Scott & Company, as financial advisor for the Program (the "Financial Advisor"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter and the Financial Advisor to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or
policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider (or credit providers) (collectively, the “Credit Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of

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subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the “Indenture”) between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter and the Financial Advisor, to assign the District’s Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District’s Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and
WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2021-2022 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 et seq. of the Act, designated generally as the District’s “2021-2022 [Subordinate]” Tax and Revenue Anticipation Notes, Series “” in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the “Senior Notes”); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the “Subordinate Notes”), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the “Series Principal Amount”) as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the

* * For purposes of this Resolution, such funds shall be referred to as the “capital fund” and “special revenue fund.”
*** A Series of Notes shall bear the “Subordinate” designation if it is a Series of Subordinate Notes.
date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the “Maturity Date”), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the “Note Rate”).

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2021-2022 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.
Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District’s name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2021-2022 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.
(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 et seq. of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.
(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers of the District if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District’s budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2021-2022, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the
corresponding Series of Certificates or Pool Bonds, as applicable, net of the District’s share of the costs of issuance, shall be deposited in the District’s Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the “Yes” box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an “Authorized Officer”), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District’s share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars ($5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2020 (or the date of adoption of this Resolution if after May 1, 2020) through June 15, 2021 (the “Pricing Confirmation”), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and
such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (i.e., the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each
Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made
under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) **Bond Pool Structure.** If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).
The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to
have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Sandler & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District’s repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all
the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District’s repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District’s share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District’s share of the costs of issuance, is hereby designated the “Deposit to Proceeds Subaccount” and shall be deposited in the District’s Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of
Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2021 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each “District Certificate”)) exceed fifteen million dollars ($15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars ($5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to such Notes.

For Notes issued in calendar year 2022 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2022, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each “District Certificate”)) exceed fifteen million dollars ($15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2022, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five
million dollars ($5,000,000), the following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term “Tax-Exempt” shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2021-2022 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a “Repayment Period” and collectively “Repayment Periods”), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the “Pledged Revenues”).
(B) **Lien and Charge.** As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) **General Obligation.** As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) **Payment Accounts.** In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a “Payment Account”) by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District’s funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.
Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together
with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

(1) with respect to all Series of Senior Notes:

a. first, to pay interest with respect to all Series of Senior Notes pro-rata;

b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;

c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);

d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);

e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District’s pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;

(2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;

(3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.
Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the
Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall
authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(A) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(E) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the
same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2021-2022 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the
District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2021-2022 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2021-2022, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an ad valorem property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of ad valorem property taxes levied within the District in each of the five fiscal years from Fiscal Year 2015-2016 through Fiscal Year 2019-2020, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2020-2021 and 2021-2022, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District’s most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District’s financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of
Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors’ rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District’s Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District’s behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District’s pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.
(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2020 (the “Fiscal Year 2019-2020”) within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2019-2020 or Fiscal Year 2021-2022 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2021-2022.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.
(A) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2021-2022 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2021-2022 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(B) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(C) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

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(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners’ (or Noteholders’) interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners’ or Noteholders’ interests; and
(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner’s Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District’s obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes
the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.
The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder’s representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented; provided, however, in the event the Bond Pool Structure is implemented, the District covenants to report to the Authority and the Trustee the occurrences of the events described in paragraphs (A)(1)j and (A)(2)h, below, within five business days of such occurrence.
(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the “Dissemination Agent”), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;

b. Unscheduled draws on debt service reserves reflecting financial difficulties;

c. Unscheduled draws on credit enhancements reflecting financial difficulties;

d. Substitution of credit or liquidity providers, or their failure to perform;

e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

f. Tender offers;

g. Defeasances;

h. Rating changes; or

i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.
(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;

b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;

c. Optional, contingent or unscheduled bond calls;

d. Release, substitution or sale of property securing repayment of such Series of Notes;

e. Non-payment related defaults;

f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or

h. Incurrence of a financial obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.
If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District's obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a "Listed Event"), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.
(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District’s share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale
and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as “Authorized District Representatives” under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

Section 24. Electronic Signatures; DocuSign. The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to
herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.
EXHIBIT A
FORM OF NOTE

R-1

DISTRICT/ BOARD OF EDUCATION
COUNTY OF , CALIFORNIA

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: DOLLARS

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
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<tbody>
<tr>
<td>First Repayment Period</td>
<td>20</td>
</tr>
<tr>
<td>% of the total of principal</td>
<td>20</td>
</tr>
<tr>
<td>% of the total of interest</td>
<td>20</td>
</tr>
<tr>
<td>% of the total of principal and interest due at maturity</td>
<td>20</td>
</tr>
</tbody>
</table>

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on 1, 20 ] and on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

* TAX AND REVENUE ANTICIPATION NOTE, SERIES
* To bear this designation if this Note is a Series of Subordinate Notes.
** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).
maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]

The term “Unrestricted Revenues” means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2021-2022 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the “Pledged Revenues”). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

** This paragraph is applicable only if the Note is issued by the District.

*** This paragraph is applicable only if the Note is issued by the County.
Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

---

*Applicable only if the Note is issued by the County.
RESOLUTION CERTIFICATE

I, Deborah Pulskaemp, Clerk of the Governing Board of Amador County Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Amador County Unified School District duly and regularly held at the regular meeting place thereof on the ___ day of ______, 2021, in accordance with law, including in accordance with Executive Order N-29-20, signed by the Governor of the State of California on March 17, 2020, and entered in the minutes thereof, of which meeting all of the members of the Governing Board had due notice and at which a quorum thereof was acknowledged, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 217 Rex Avenue, Jackson, California, a location freely accessible to members of the public and the District's website, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is $7,000,000.

The Maximum Amount of Borrowing specified in the foregoing resolution is $7,000,000.

Dated: _________________ ___, 2021

Deborah Pulskaemp
Clerk of the Governing Board
of Amador County Unified School District
IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

Amador County Unified School District

By ________________________________
Kandi Thompson
Title: Board President

[(SEAL)]

Countersigned

By ________________________________
Dr. Amy Slavensky
Title: ACUSD Superintendent
4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary’s Certificate attached to the Resolution must appear below):

<table>
<thead>
<tr>
<th>NAME</th>
<th>OFFICE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kandi Thompson</td>
<td>Board President</td>
<td></td>
</tr>
<tr>
<td>Deborah Pulskamp</td>
<td>Board Clerk</td>
<td></td>
</tr>
<tr>
<td>Dr. Amy Slavensky</td>
<td>ACUSD Superintendent</td>
<td></td>
</tr>
<tr>
<td>Jared Critchfield</td>
<td>Assistant Superintendent of Business Services</td>
<td></td>
</tr>
<tr>
<td>Nancy Kohlman</td>
<td>Director of Fiscal Services</td>
<td></td>
</tr>
</tbody>
</table>
District: Amador County Unified School District
Address: 217 Rex Avenue
Jackson, CA 95642
County: Amador

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Amador County Unified School District

By ______________________________________

Name: Jared Critchfield
Title: Assistant Superintendent of Business Services
AGENDA ITEM #: 10.7

SUBJECT:  
2021-2022 Amador County Special Education Local Plan Area (SELPA) Local Plan - First Reading/Discussion/Action

BACKGROUND INFORMATION:  
The Individuals with Disabilities Education Act 20 United States Code (20 USC) Section 1400 et seq. and related federal regulations, require each special education local plan area (SELPA) to ensure a continuum of program options are available to meet the needs of students with disabilities for special education and related services.

The California Department of Education (CDE) has established guidelines for the coordinated development and submission of a local plan which must include the following components:

- Section A: Contacts and Certifications (to be completed following Board approval)
- Section B: Governance and Administration
- Section D: Annual Budget Plan
- Section E: Annual Services Plan
- Attachments I–VII

The Amador County SELPA ensures access to special education and related services for all students with disabilities residing within Amador County. Beginning July 1, 2020, all SELPAs were required to submit a Board approved Local Plan, using the CDE-adopted templates.

FISCAL IMPLICATIONS:
Refer to Section D of the recommended Local Plan.

RECOMMENDATION:
The Superintendent recommends that the Board of Trustees have discussion and declare a successful first reading of the Local Plan.

PRESENTED BY:
Kathryn Brown, Special Education/SELPA Consultant
LOCAL PLAN

Section A: Contacts and Certifications

SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education
Special Education Division
2021–22 Local Plan Annual Submission
Section A: Contacts and Certifications

SELPA Amador County Fiscal Year 2021–22

Contact Information and Certification Requirements

A1. Check the box or boxes that best represents the SELPA’s Local Plan submission to the California Department of Education (CDE):

☐ NEW SELPA (for proposed multiple Local Educational Agency (LEA) SELPA, or COE joined SELPA only)

☐ Local Plan Section B: Governance and Administration

- Local Plan Section B
- Certifications 1, 3, 4 and 5 are required
- Attachment I is required. Note: Additional attachments may be required if the amendment affects the services or funding associated with the Local Plan

☐ Local Plan Section D: Annual Budget Plan

☐ Select if this Local Plan Section D submission was revised after June 30th due date

- Local Plan Section D
- Certifications 2, 3, 4 and 5 are required
- Attachments I-V are required
- If the submission is an amendment of special education revenues and/or expenditures previously reported to the CDE due to changes in services and programs provided by LEAs within the SELPA, then the SELPA must also submit an amendment for Local Plan Section E: Annual Service Plan, along with Attachment VI and VII.

☐ Local Plan Section E: Annual Service Plan

☐ Select if this Local Plan Section E submission was revised after June 30th due date

- Local Plan Section E
- Certifications 2, 3, 4 and 5 are required
- Attachments I and VI are required
- If the submission is an amendment of programs and services previously reported to the CDE that affect the allocation of special education funds to LEAs within the SELPA, then the SELPA must also submit an amendment for Local Plan Section D: Annual Budget Plan, along with Attachments II-V and VII.

☐ Local Educational Agency Membership Changes
Section A: Contacts and Certifications

SELPA  | Amador County  | Fiscal Year  | 2021–22

A2. SELPA Identification

Enter the 4-digit SELPA code issued by the CDE. SELPA codes can be found on the CDE website located at http://www.cde.ca.gov/sp/se/as/caselpas.asp.

SELPA  0300

A3. SELPA Administrator Contact Information

Enter address information for the SELPA. Include current SELPA administrator contact information. NOTE: SELPA administrator position changes do not require amendments to the Local Plan. However, in such cases the new SELPA administrator assumes the responsibility for the contents and implementation of the last approved Local Plan filed with the CDE.

| SELPA Name | Amador County |
| Street Address | 217 Rex Avenue |
| Zip Code | 95642 |
| City | Jackson |
| County | Amador |
| Mailing Address | 217 Rex Avenue |
| City | Jackson |
| Zip Code | 95642 |
| Administrator First Name | Kathryn |
| Administrator Last Name | Brown |
| Administrator Title | SELPA Consultant |
| Administrator’s Email | kathryn.brown@acusd.org |
| Telephone | (209) 273-7866 |

A4. Administrative Entity (Responsible Local Agency or Person (as applicable) Contact Information

Enter information for the current administrative entity. This is the responsible local agency or, an administrative unit for a multiple LEA SELPA or COE joined SELPA; or an identified responsible person for a single LEA SELPA. In either case, the administrative entity identified is responsible for the implementation and/or fiscal administration of the Local Plan.

| Administrative Entity Name | Amador County Office of Education |
| Street Address | 217 Rex Avenue |
| Zip Code | 95642 |
Section A: Contacts and Certifications

SELPA: Amador County
Fiscal Year: 2021–22

City: Jackson
County: Amador

Contact First Name: Robert
Last Name: Russell
Contact Title: ACOE Superintendent

Email: rrussell@acusd.org
Telephone: (209) 257-5330

Special Education Local Plan Area Review Requirements

Community Advisory Committee

A5. Pursuant to California Education Code (EC) sections 56194(a) and (b); and 56205(a)(12)(E) and (b)(7), the SELPA must involve the Community Advisory Committee (CAC) at regular intervals during the development and review of each Local Plan section. The SELPA collaborated with the CAC throughout the development, amendment, and review of all Local Plan sections included with this submission?

☐ Yes  ☐ No

A6. Pursuant to EC Section 56207(b)(7), the Local Plan section(s): Section B: Governance and Administration, Section D: Annual Budget Plan, and Section E: Annual Service Plan must be provided to the CAC for final review 30 days prior to the plan being submitted the CDE.

The Local Plan was submitted to the CAC on: Apr 6, 2021

County Office of Education

A7. Pursuant to EC sections 56140, 56195.1(c), and 56205, within 45 days, the COE, or COEs (as applicable) must approve or disapprove any proposed Local Plan, including any amendment submitted by a SELPA within the county or counties. Enter the COE or COEs responsible for, coordinating special education services within a county, reviewing, and approving the Local Plan.

Select the "Add COE" button to add additional COEs as needed. Users my select the "checkbox" next to the COE entry and the "Delete COE" to remove entries as necessary.
Section A: Contacts and Certifications

SELPA Amador County Fiscal Year 2021–22

☐ COE responsible for approving the Local Plan

Amador County Office of Education

Local Plan section(s) was/were provided to the COE(s) listed for approval on

Add COE Delete COE

Public Hearing Requirements

Local Plan Section D: Annual Budget Plan and Section E: Annual Service Plans

Public Hearing notices must be posted at each school site informing the public of the SELPA Public Hearing for the adoption of Local Plan Section D: Annual Budget Plan, and/or Local Plan Section E: Annual Service Plan at least 15 days before the hearing. Evidence of the posting should be maintained and made available to the CDE upon request.

A8. Local Plan Section D: Annual Budget Plan Public Hearing

Most Recent School Site Posting Date Apr 27, 2021

SELPA Public Hearing Date May 12, 2021

A9. Local Plan Section E: Annual Service Plan Public Hearing

Most Recent School Site Posting Date Apr 27, 2021

SELPA Public Hearing Date May 12, 2021

Submitting the Local Plan to the California Department of Education

STEP 1: Contacts and Certifications

Section A is required when submitting any and all Local Plan sections to the CDE for approval. Certifications and applicable attachments associated with the type of submission identified in item A1 above must be included with each submission.

STEP 2: SELPA Governance Structure

A10. For the purposes of special education, the governing board of a district/charter LEA must elect to participate in a SELPA. The SELPA's governance structure is defined by this election. The SELPA meets requirements and has elected the following governance structure for the Local Plan. Select one of the following three choices:
Section A: Contacts and Certifications

SELPA  Amador County  Fiscal Year 2021-22

☐ Single LEA SELPA: This selection includes only one district LEA (this selection does not include a COE); or

☐ Multiple LEA SELPA: This selection includes one district or charter LEA together with one or more additional district or charter LEA(s), or a combination thereof (this selection does not include a COE); or

☐ COE Joined SELPA: A district (or charter) LEA(s) joined with a COE(s) to form a SELPA (this selection includes one or more district or charter LEA(s) AND one or more COEs).

☐ Small and Sparse or Isolated: This selection must meet requirements for COE joined SELPAs as described above, and EC sections 56211 through 56212.

STEP 3: Prior Submissions

A11. Enter the fiscal year of the previously submitted Local Plan section:

Section B: Governance and Administration  2020-21
Section D: Annual Budget Plan  2020-21
Section E: Annual Service Plan  2020-21

STEP 4: Local Plan Collaboration

A12. Many representatives of the community are involved in the development of all sections of a Local Plan. In this table, report the participation of key stakeholders required to participate in regular meetings by EC sections 56001(f) and 56192 including administrators, general education teachers, special education teachers, members of the CAC, parents selected by the CAC, or other persons concerned with individuals with exceptional needs. Include the agency, first and last name, the title of each participant who was involved in the collaboration in the development of the Local Plan sections, and the section worked on. Select the "Add" button to insert a new row and the "-" button to delete the corresponding row.

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<th>Add</th>
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<th>First and Last Name</th>
<th>Title</th>
<th>Section</th>
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<td>-</td>
<td>CAC</td>
<td>Maia Ginnelly</td>
<td>CAC</td>
<td>Section B</td>
</tr>
<tr>
<td>-</td>
<td>Amador County Office of Education</td>
<td>Lisa Valdez-Shaw</td>
<td>Administrator-Spec. Ed.</td>
<td>Multiple</td>
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<tr>
<td>-</td>
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<td>Rachael Shaw-Escalona</td>
<td>Other</td>
<td>Multiple</td>
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<td>-</td>
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<td>Amy Slavensky, Ph.D.</td>
<td>Administrator-Gen. Ed.</td>
<td>All</td>
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2021-22 CDE Local Plan Submission  Page A-5 of 6
STEP 5: Certifications

A13. Select the check box below to indicate which of the five certifications are being submitted. Include the total number of each type of certification being submitted.

- Certification 1: SELPA Local Plan Section B: Governance and Administration

- Certification 2: SELPA Local Plan Section D: Annual Budget Plan and Section E: Annual Service Plan

- Certification 3: COE (Required for all SELPA Local Plan Sections B, D, and E)
  Number Submitted 1

- Certification 4: CAC (Required for all SELPA Local Plan Sections B, D, and E)

- Certification 5: LEA (Required for all SELPA Local Plan Sections B, D, and E)
  Number Submitted 1

STEP 6: Electronic Signatures

A14. All applicable certifications must be electronically signed and included with the Local Plan.

STEP 7: Final Check

- All certifications submitted to the CDE must be electronically signed.

- Local Plan must be submitted to the CDE using the SELPA's assigned Box.com web address.

- In order to facilitate the timely processing, approval, and distribution of SELPA funding, please submit the Local Plan in the original, CDE-approved format. All templates are coded for the CDE's record keeping purposes.

- Handwritten, scanned, or modified templates remove the coding from the fields and impede the CDE's processing of the Local Plan. In such cases, SELPAs may be required to resubmit handwritten, scanned, or modified Local Plans that are not saved in the original 2021–22 CDE Local Plan Submission template provided, resulting in a delay in approval and funding.
Section A: Contacts and Certifications

SELPA  Amador County  Fiscal Year  2021–22

Certification 1
Local Plan Section B: Governance and Administration

**IMPORTANT:** Certification 1 is required when the information being submitted to the CDE is related to Local Plan Section B: Governance and Administration.

I certify the attached Governance and Administration Local Plan section has been adopted by all LEA members listed in Attachment I and is the basis for the operation and administration of special education programs. I further assure the agency(ies) represented herein will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act (IDEA), Title 20 of United States Code (USC) 1400 et seq., implementing regulations under; the Federal Rehabilitation Act of 1973, 29 USC, Chapter 16 as applicable; the Federal Americans with Disabilities Act of 1990, 42 USC, 12101 et seq.; Code of Federal Regulations, Title 34, Parts 300 and 303; EC Part 30; and the California Code of Regulations, Title 5, Chapter 3, Division 1.

C1-1. I certify the SELPA governance and administrative structure as a:

- [ ] Single LEA SELPA
- [ ] Multiple LEA SELPA
- [ ] COE Joined SELPA

For a multiple LEA SELPA or a COE joined SELPA

I certify that joint powers agreements, or other contractual agreements have been developed and are entered into between the multiple LEA SELPA or the COE joined SELPA and entities participating in the Local Plan. These agreements address all requirements of the EC Section 56195.1(b) and (c) for the provision of (1) a governance structure and administrative supports necessary for implementation; (2) a system for determining the responsibilities of participating LEA members for educating students with disabilities; and (3) the designation of an administrative entity.

I certify additional written agreements have been developed and are entered into between the multiple LEA SELPA or the COE joined SELPA and all entities participating in the Local Plan pursuant to EC Section 56195.7.

All agreements are maintained by the SELPA and will be made available upon request to the CDE.

C1-2. The SELPA collaborated with the CAC throughout the development, amendment, and review of all Local Plan sections included with this submission?

- [ ] Yes  [ ] No  (If the answer is "NO," please include comments.)

C1-3. The SELPA reviewed and considered comments provided by the CAC regarding this Local Plan submission.

- [ ] Yes  [ ] No  (If the answer is "NO," please include comments.)

2021–22 CDE Local Plan Submission
Section A: Contacts and Certifications

SELPA  Amador County

Fiscal Year  2021–22

C1-4. Specific web address where the SELPA Local Plan, including all sections, is posted.

amadorcoe.org/departments/special-education/

<table>
<thead>
<tr>
<th>Amador County Office of Education</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Administrative Entity*</td>
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</table>

<table>
<thead>
<tr>
<th>Community Advisory Committee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SELPA Governance Council or Responsible Individual</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Kathryn Brown</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SELPA Administrator</td>
<td></td>
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</tbody>
</table>

*If the Local Plan represents a single LEA SELPA, then the responsible individual identified in item A4 of Section A must sign here. If the Local Plan represents a multiple LEA SELPA, or a COE joined SELPA, then the administrative entity’s designee identified in item A4 of Section A must electronically sign here.
Section A: Contacts and Certifications

SELPA: Amador County

Fiscal Year: 2021-22

Certification 2
Local Plan Section D: Annual Budget Plan and Section E: Annual Service Plan

IMPORTANT: Certification 2 is required when the information being submitted to the CDE is related to Local Plan Section D: Annual Budget Plan and/or Section E: Annual Service Plan.

I certify the attached Local Plan Section D: Annual Budget Plan and/or Section E: Annual Service Plan was/were adopted at a SELPA public hearing(s) and is/are the basis for the operation and administration of special education programs specified herein. I further assure the LEAs identified in Attachment I will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act (IDEA), Title 20 of United States Code (USC) 1400 et seq., implementing regulations under the Federal Rehabilitation Act of 1973, 29 USC, Chapter 16 as applicable; the Federal Americans with Disabilities Act of 1990, 42 USC, 12101 et seq.; Code of Federal Regulations, Title 34, Parts 300 and 303; EC Part 30; and the California Code of Regulations, Title 5, Chapter 3, Division 1.

C2-1. I certify the SELPA governance and administrative structure as a:

- Single LEA SELPA
- Multiple LEA SELPA
- COE Joined SELPA

For a multiple LEA SELPA or a COE joined SELPA

I certify that joint powers agreements, or other contractual agreements have been developed and are entered into between the multiple LEA SELPA or the COE joined SELPA and entities participating in the Local Plan. These agreements address all requirements of the EC Section 56195.1(b) and (c) for the provision of (1) a governance structure and administrative supports necessary for implementation; (2) a system for determining the responsibilities of participating LEA members for educating students with disabilities; and (3) the designation of an administrative entity.

I certify additional written agreements have been developed and are entered into between the multiple LEA SELPA or the COE joined SELPA and all entities participating in the Local Plan pursuant to EC Section 56195.7.

All agreements are maintained by the SELPA and will be made available upon request to the CDE.

C2-2. The SELPA collaborated with the CAC throughout the development, amendment, and review of all Local Plan sections included with this submission?

- Yes
- No (If the answer is "NO," please include comments.)

C2-3. The SELPA reviewed and considered comments provided by the CAC regarding this Local Plan submission.

2021-22 CDE Local Plan Submission
Section A: Contacts and Certifications

SELPA  Amador County  

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☐ Yes  ☐ No  (If the answer is "NO," please include comments.)

C2-4. Specific web address where the SELPA Local Plan, including all sections, is posted.

amadorcoe.org/departments/special-education

Amador County Office of Education  

Administrative Entity*  

Community Advisory Committee  

SELPA Governance Council or Responsible Individual  

Kathryn Brown  

SELPA Administrator  

*If the Local Plan represents a single LEA SELPA, then the responsible individual identified in item A4 of Section A must sign here. If the Local Plan represents a multiple LEA SELPA, or a COE joined SELPA, then the administrative entity's designee identified in item A4 of Section A must electronically sign here.
LOCAL PLAN
Section B: Governance and Administration
SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education
Special Education Division
January 2020
Section B: Governance and Administration

SELPA | Amador County | Fiscal Year | 2021-22 |

B. Governance and Administration

California Education Code (EC) sections 56195 et seq. and 56205

Participating Local Educational Agencies

Participating local educational agencies (LEAs) included in the Special Education Local Plan Area (SELPA) local plan must be identified in Attachment I.

Special Education Local Plan Area—Local Plan Requirements

1. Describe the geographic service area covered by the local plan:

Each special education local plan area, as defined in subdivision (d) of Section 56195.1, shall administer local plans submitted pursuant to Chapter 3 (commencing with Section 56200) and shall administer the allocation of funds pursuant to Chapter 7.2 (commencing with Section 56836).

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable:

| GOVERNING BODY 20 USC§ 1412 (a) (13) Amador County meets the criteria of 56195.1 (a)(12)(d) in that its size and scope allows it to be considered its own Special Education Local Plan Agency. The Amador County Special Education Local Plan Area (AC SELPA) shall submit to the County Office, the ACOE Board of Trustees, the ACUSD Board of Trustees, and the Amador County SELPA Governing Board a local plan for the education of all individuals with exceptional needs. The Amador County SELPA Governing Board will be made up of the following seven (7) members:
| ○ Amador County Office of Education (ACOE) Superintendent
| ○ Amador County Unified School District (ACUSD) Superintendent
| ○ ACUSD/ACOE Board of Trustees Member |
Section B: Governance and Administration

SELPA Amador County

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<th>Fiscal Year</th>
<th>2021-22</th>
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- ACUSD/ACOE Board of Trustees Member
- ACUSD/ACOE Board of Trustees Member
- ACUSD/ACOE Board of Trustees Member
- ACUSD/ACOE Board of Trustees Member

Each special education local plan area, as defined in subdivision (d) of Section 56195.1, shall administer local plans submitted pursuant to Chapter 3 (commencing with Section 56200) and shall administer the allocation of funds pursuant to Chapter 7.2 (commencing with Section 56836).

EC 56195.1 The governing board of a district shall elect to do one of the following:

(a)(12)(D) If a sufficient size and scope, under standards adopted by the board, submit to the superintendent a local plan for the education of all individuals with exceptional needs residing in the district in accordance with Chapter 3 (commencing with Section 56205 (a)).

(b)(12)(O) A description of the governance and administration of the plan, including identification of the governing body of a multidistrict plan or the individual responsible for administration in a single district plan, and the elected officials to whom the governing body or individual is responsible EC 56205(a)(12)(A).

3. Describe the SELPA’s regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan:

**RESPONSIBILITIES OF AMADOR COUNTY SELPA GOVERNING BOARD MEMBERS**

The Amador County SELPA Governing Board shall:
Section B: Governance and Administration

SELPA  Amador County  Fiscal Year  2021-22

1. Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the SELPA.

2. By approving the Local Plan, authorize and actively support the implementation of the plan, ensuring that key program or staffing decisions are made by a majority vote of the SELPA Governing Board, such as staffing, program or core curriculum changes, program location changes, etc., which affect the delivery of special education services to students and families, and enter into an agreement with other agencies participating in the plan, for purpose and delivery of services and programs.

3. Review and approve revisions of the Amador County SELPA Local Plan for Special Education.

4. Participate collaboratively in the governance and administration of the Amador County SELPA and the Amador County SELPA Local Plan, including but not limited to staffing assignments and decisions, the approval and provision of standards-aligned curriculum, and the approval and amendment of procedures.

5. Appoint/approve the election of members of the Community Advisory Committee (CAC).

GOVERNANCE, STRUCTURE, AND ADMINISTRATIVE SUPPORT 56205 (a)(12)(A)

A description of the governance and administration of the plan, including identification of the governing body of a multi-district plan or the individual responsible for administration in a single district plan, and of the elected officials to whom the governing body or individual is responsible.

The Amador County SELPA, pursuant to EC 56195, has the responsibility to adopt a plan in EC 56200 to assure special education and services for all eligible individuals with disabilities residing in the geographic area served by Amador County SELPA, are provided in accordance with IDEA, federal and California Education Code.

AMENDMENTS TO THE PERMANENT SECTIONS OF THE LOCAL PLAN

Local Plans submitted to be approved by the CDE need to be amended when there is a change in the federal of state laws or regulations, there is a new interpretation by the courts, there is an official finding of noncompliance with federal or state law or regulations or there is a change in the governance SELPA may choose to amend the local plan any time a change is deemed necessary.

Changes or amendments to the permanent portion of the local plan may be considered during
the annual service and budget plan process. Amador County SELPA shall adopt a policy specifying that the Amador County SELPA Governing Board may adopt changes or amendments to the permanent portion of the Local Plan on an "interim basis," not to exceed a year. Amendments approved in this manner shall become permanent upon subsequent approval by the Amador County SELPA Governing Board, Amador County Office of Education Superintendent, and the State Board of Education.

PUBLIC PARTICIPATION EC 56205 (a) (20), 56205 (b) (4) Members of the public, including parents and guardians of students with disabilities, may address questions or concerns to the Amador County SELPA Governing Board.

FORMAL PROGRAM TRANSFER POLICY

Pursuant to EC 56205 12(D)(i) specify the responsibilities of each participating county office and district governing board in the policymaking process, the responsibilities of the superintendents of each participating district and county in the implementation of the local plan, and the responsibilities of district and county administrators of special education in coordinating the administration of the local plan(ii), and pursuant to EC 56205 12 (D) (ii), identify the respective roles of the administrative unit (AU) and the administrator of the special education local plan area and the individual local educational agencies within the special education local plan area in relation to the following; and pursuant to EC 56207, special education programs may be transferred from one service provider LEA to a receiving LEA, ACOE to school districts and from school districts to ACOE.

1. Definition of a Formal Program Transfer:

A program change is presumptively considered a program transfer if the circumstances in either A or B exist.

A. Transfer of Students from a Single Class

1. The proposed change involves the movement of students from the one service provider LEA to another when the LEA is expanding its service to replicate a program;

2. The change involves the movement of funding locally equipment purchased by the sending LEA for a particular student will follow the student with the program transfer. However, the equipment will remain the property of the sending district LEA.

B. Transfer of Students from Multiple Classes

The transfer of students from several classes combined to form an intact, identifiable class or an itinerant caseload which involves one or more employees who would be affected by the provisions of EC 44903.7. If one or more employees will be laid off due to a program transfer of students from multiple classes, the employment rights specified in Section 11.5 of the ACTA and SEAC contracts shall be offered to employees based upon seniority. A program transfer is not required when students who are served in a program matriculate and return to their home
districts via the IEP process. However, the home district's employees shall have rights to employment in the district in accordance with EC 44903.7 provided that a reorganization of special education programs has occurred.

VIII. Student Records

When the transfer of a program is completed, the sending LEA and receiving LEA will develop a plan for the transfer of all student records to the receiving LEA. The record transfer plan will be completed within thirty (30) calendar days of the proposed transfer date.

IX. Certificated/Classified Employee Transfers

Pursuant to EC 44903.7 and EC 45120.2, employee's rights when transferred, terminated, or reassigned as a result of a program transfer will be retained, and negotiated as needed, with the associations to be affected. Employees' rights include, seniority, layoff, salary, health and welfare and rights after assignment/transfer.

A. Procedures:

When a program is being transferred from one LEA to another, the receiving LEA will observe the following procedures, to the greatest extent possible taking into consideration unexpected school closures due to extenuating circumstances such as regional Public Safety Power Shutoff events or a global pandemic (ref., Executive Order N-56-20, April 22, 2020, whereby Governor Newsom issued an order extending state required deadlines).

During the months of March and April, the Assistant Superintendent of Human Resources will collaborate with the labor leaders associated with the program transfer to establish written agreements, consistent with EC 44903.7 (pertaining to certificated employees) and EC 45120.2 (pertaining to classified employees), to be signed by each affected employee. The written agreement will include the protections afforded to the employees and the effective date of the transfer. See the sample Classified Employment Transfer Confirmation and Acknowledgment form, the sample Certificated Employment Transfer Confirmation and Acknowledgment form, and the sample Administrative Employment Transfer Confirmation and Acknowledgment form beginning on page B-10.

B. Seniority for transferred or reassigned employees:

If an employee accepts employment with the receiving LEA, such employee shall retain the same seniority date that the employee held with the sending LEA.

C. Layoff by Receiving LEA:

1. Certificated Employees: in the event of a layoff by the receiving LEA subsequent to a transfer, the transferred certificated employee shall retain the right, for 24 months, for probationary certificated employees, and 39 months, for permanent certificated employees, in being informed and filling vacant positions in special education for which the employee is certificated and was
Section B: Governance and Administration

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employed in the receiving LEA that provides the same type of special education program and services for the pupils previously served by the terminated employee.

2. Classified Employees: In the event of a layoff by the receiving LEA subsequent to transfer, a transferred classified employee shall have first priority, for 24 months for probationary classified employees and 39 months for permanent classified employees, in being informed of and filling vacant positions for which the classified employee is qualified or was employed in the receiving LEA that operates the transferred special education program.

D. Salary placement:

Transferred employees shall receive credit for each year of service at the sending LEA for purposes of placement on salary schedule in the receiving LEA (as per section IX).

E. Rights after Assignment or Transfer:

1. Certificated Employees: Subsequent to the transfer of any certificated employee, that employee shall, for a 24-month period, have priority in being informed of and in filling certificated positions in special education in the areas in which the employee is certificated within the receiving LEA by which the certificated employee is then currently employed.

2. Classified Employees: A classified employee who is transferred has priority, for a 24-month period, in being informed of and in filling classified positions in the classification in which the employee was employed before the transfer from one service provider LEA to another; and

3. The change involves one or more employees who would be affected by the provisions of EC 44903.7. (Section 44903.7 establishes the right of certificated and classified employees to retain employment if their assignment moves to another local educational agency.)

B. Transfer of Students from Multiple Classes:

The transfer of students from several classes combined to form an intact, identifiable class or an itinerant caseload which involves one or more employees who would be affected by the provisions of EC 44903.7. If one or more employees will be laid off due to a program transfer of students from multiple classes, the employment rights specified in Section 11.5 of the ACTA and SEAC contracts shall be offered to employees based upon seniority. A program transfer is not required when students who are served in a program matriculate and return to their home districts via the IEP process. However, the home district's employees shall have rights to employment in the district in accordance with EC 44903.7 provided that a reorganization of special education programs has occurred.

II. Time Lines and Approval Process

Pursuant to EC 56207(b) requests may be implemented as early as the first day of the first fiscal year following the fiscal year in which the request is filed (i.e., a request made in
September 2017, if approved, would take effect on July 1, 2018), provided that the request is approved by a unanimous vote of the SELPA Governing Board. If the request is not approved by a majority vote of the SELPA Governing Board, it may not be implemented any earlier than the first day of the second fiscal year beginning after the date upon which the sending or receiving LEA has informed the other LEA and the SELPA Governing Board of the intended program transfer. Requests to transfer a program, to withdraw a request for a transfer, or any other request made pursuant to this policy will be denied if submitted untimely unless, in the sole discretion and judgment of the Program Transfer Committee, extraordinary circumstances on a case-by-case basis warrant consideration of an untimely submission.

Program Transfer Committee, Timeline and Procedure

The proposed receiving LEA shall submit a letter to the sending LEA and the SELPA Administrative Unit ("AU") prior to September 1. The receiving LEA shall also submit a plan to the SELPA AU prior to September 1 addressing all of the required program transfer plan components set forth in section EC 56207. All proposed program transfers shall be considered by a Program Transfer Committee comprised of representatives from the LEAs, the Community Advisory Committee (CAC), and the SELPA Governance Board.

The Program Transfer Committee shall include three members of the SELPA Governance Board, the SELPA Director, elementary and secondary principals, special education teachers, general education teachers, DIS providers, classified personnel, CAC members in good standing, and three parents of children currently enrolled in the Amador County SELPA. The SELPA Governing Board shall appoint, by majority vote, members of the Program Transfer Committee.

The Program Transfer Committee will review each proposed program transfer and consider whether each proposed program transfer meets the Transfer Guideline criteria set forth in Section III, below. On the basis of this review, the Program Transfer Committee shall formulate a recommendation as to each proposed program transfer for approval by the SELPA Governing Board and the ACUSD Board of Trustees. Recommendations shall be reached through a consensus reaching process and/or by majority vote of the Program Transfer Committee. Members of the Committee who disagree with the consensus and/or majority recommendation on a proposed program transfer may state, for the record, the basis of their disagreement.

III. Transfer Guidelines/Factors

Pursuant to section EC 56207(a), in order for a proposed program transfer to be approved, the factors set forth below must be considered. Further, prior to transferring special education programs from one LEA provider to the receiving LEA provider, the receiving LEA must implement the plan described in the preceding section, which plan must address all of the factors described below:

1. Is the program transfer consistent with pupil needs?
2. Will the program transfer ensure the availability of a full continuum of services to affected pupils?

3. Will the program transfer impact the functional continuation of the current IEPs of all affected pupils?

4. Will the program transfer allow the provision of services in the least restrictive environment from which affected pupils can benefit?

5. Will the program transfer affect the maintenance of all appropriate services? The assurance that there will be compliance with all federal and state laws and regulations and special education local plan areas policies.

6. The means through which parents and staff were represented in the planning process.

IV. Individualized Education Program

It is recommended that the Program Transfer IEP be completed by March 1st for the student(s) who will be affected by the agreed upon program transfer to take place on July 1st of the next school year.

V. Funding SELPA Member Districts

Funding SELPA member districts will be informed in a timely manner of any fiscal implications of the resulting program transfer.

VI. Facilities

Transfer of facilities, when appropriate, will be negotiated on a case by-case basis by the sending LEA and the receiving LEA.

VII. Materials and Equipment

Materials and equipment will remain with sending LEA unless otherwise agreed upon. Any material or equipment purchased with Low Incidence funds is the property of the California Department of Education ("CDE") and will remain with the student. Specialized equipment purchased by the sending LEA for a particular student will follow the student with the program transfer. However, the equipment will remain the property of the sending LEA.

IX. Certificated/Classified Employee Transfers

Pursuant to EC 44903.7 and EC 45120.2, employee’s rights when transferred, terminated, or reassigned as a result of a program transfer will be retained, and negotiated as needed, with the associations to be affected. Employees’ rights include, seniority, layoff, salary, health and welfare and rights after assignment/transfer.
A. Procedures

When a program is being transferred from one LEA to another, the receiving LEA will observe the following procedures, to the greatest extent possible taking into consideration unexpected school closures due to extenuating circumstances such as regional Public Safety Power Shutoff events or a global pandemic (ref., Executive Order N-56-20, April 22, 2020, whereby Governor Newsom issued an order extending state required deadlines):

During the months of March and April, the Assistant Superintendent of Human Resources will collaborate with the labor leaders associated with the program transfer to establish written agreements, consistent with EC 44903.7 (pertaining to certificated employees) and EC 45120.2 (pertaining to classified employees), to be signed by each affected employee. The written agreement will include the protections afforded to the employees and the effective date of the transfer. See the sample Classified Employment Transfer Confirmation and Acknowledgment form, the sample Certificated Employment Transfer Confirmation and Acknowledgment form, and the sample Administrative Employment Transfer Confirmation and Acknowledgment form beginning on page B-10.

B. Seniority for transferred or reassigned employees

If an employee accepts employment with the receiving LEA, such employee shall retain the same seniority date that the employee held with the sending LEA.

C. Layoff by Receiving LEA

1. Certificated Employees: in the event of a layoff by the receiving LEA subsequent to a transfer, the transferred certificated employee shall retain the right, for 24 months, for probationary certificated employees, and 39 months, for permanent certificated employees, in being informed and filling vacant positions in special education for which the employee is certificated and was employed in the receiving LEA that provides the same type of special education program and services for the pupils previously served by the terminated employee.

2. Classified Employees: In the event of a layoff by the receiving LEA subsequent to transfer, a transferred classified employee shall have first priority, for 24 months for probationary classified employees and 39 months for permanent classified employees, in being informed of and filling vacant positions for which the classified employee is qualified or was employed in the receiving LEA that operates the transferred special education program.

D. Salary placement

Transferred employees shall receive credit for each year of service at the sending LEA for purposes of placement on salary schedule in the receiving LEA (as per section IX).

E. Rights after Assignment or Transfer
Section B: Governance and Administration

SELPA Amador County Fiscal Year 2021-22

1. Certificated Employees: Subsequent to the transfer of any certificated employee, that employee shall, for a 24-month period, have priority in being informed of and in filling certificated positions in special education in the areas in which the employee is certificated within the receiving LEA by which the certificated employee is then currently employed.

2. Classified Employees: A classified employee who is transferred has priority, for a 24-month period, in being informed of and in filling classified positions in the classification in which the employee was employed before the transfer.

Sample Letter Certificated Employees

Amador County Unified School District

Certificated Employment Transfer

Confirmation and Acknowledgement

The Amador County Unified School District (ACUSD), in collaboration with the Amador County Office of Education (ACOE) and the Amador County Superintendent of Schools have agreed to certain modifications to delivery of special education services through the Special Education Local Plan Area (SELPA) that will support the continued equitable access to standards-aligned, core instruction within the least restrictive learning environment for all students with disabilities. As a result of these modifications to services, certain employees of the ACOE will be transferred to the employ of ACUSD. Where services are transferred from one member of a SELPA to another that requires the transfer of employees, those employees are entitled to maintaining rights associated with their previous employer.

Confirmation: I, ____________________________, am currently an employee of ACOE and understand my position as __________________________ will be transferred from ACOE to ACUSD. I understand and confirm the following:

A. I voluntarily resign from my position with ACOE, effective October 31, 2020.

B. I voluntarily accept the same or comparable position with ACUSD, effective November 1, 2020.

C. I have been informed and understand that, pursuant to Education Code section 44903.7, in my new position at ACUSD, I am entitled to and will retain the following rights:

1) I retain my original seniority date and classification based upon my employment with ACOE. All years served with ACOE will be credited for placement on the ACUSD’s salary schedule.

2) If I am reassigned or transferred as a result of the reorganization, I will have first priority (after laid off certificated employees) for being informed of and in filling a vacant special education
position in ACUSD, for which I am certificated to hold. This priority continues for 24 months.

3) If I am laid off as a result of the reorganization, I will have first priority for being informed of and in filling a vacant position for which I am certificated and was employed, in any district or county office within the SELPA that provides the same type of special education programs and services for the pupils previously served by me. This priority continues for 39 months for permanent employees and 24 months for probationary employees beginning on the date of termination.

Acknowledgment of Understanding:

I, ________________________________, have read this Confirmation and Acknowledgement and understand and agree to its terms. I acknowledge that I am resigning my position with ACOE and accepting a position with ACUSD consistent with the terms above.

Signature of Employee ________________________________ Date __________ Phone Number ________________

Address __________________________________________ Zip Code __________

Sample Letter Classified Employees

Amador County Unified School District

Classified Employment Transfer

Confirmation and Acknowledgement

The Amador County Unified School District (ACUSD), in collaboration with the Amador County Office of Education (ACOE) and the Amador County Superintendent of Schools have agreed to certain modifications to delivery of special education services through the Special Education Local Plan Area (SELPA) that will support the continued equitable access to standards-aligned, core instruction within the least restrictive learning environment for all students with disabilities. As a result of these modifications to services, certain employees of the ACOE will be transferred to the employ of ACUSD. Where services are transferred from one member of a SELPA to another that requires the transfer of employees, those employees are entitled to maintaining rights associated with their previous employer.

Confirmation: I, ________________________________, am currently an employee of ACOE and understand my position as ________________________________ will be transferred from ACOE to ACUSD. I understand and confirm the following:

1. I voluntarily resign from my position with ACOE, effective June 30, 2020.

2. I voluntarily accept the same or comparable position with ACUSD, effective July 1, 2020.
Section B: Governance and Administration

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3. I have been informed and understand that, pursuant to Education Code section 45120.2, in my new position at ACUSD, I am entitled to and will retain my original seniority date and classification based upon my employment with ACOE. All years served with ACOE will be credited for placement on ACUSD's salary schedule.

Acknowledgment of Understanding:

I, __________________, have read this Confirmation and Acknowledgment and understand and agree to its terms. I acknowledge that I am resigning my position with ACOE and accepting a position with ACUSD consistent with the terms above.

Signature of Employee___________ Date_______ Phone Number_________

Address________________________ Zip Code________

Sample Letter Certificated Administrator

Amador County Unified School District

Certificated Administrator Employment Transfer

Confirmation and Acknowledgement

The Amador County Unified School District (ACUSD), in collaboration with the Amador County Office of Education (ACOE) and the Amador County Superintendent of Schools have agreed to certain modifications to delivery of special education services through the Special Education Local Plan Area (SELPA) that will support the continued equitable access to standards-aligned, core instruction within the least restrictive learning environment for all students with disabilities. As a result of these modifications to services, certain employees of the ACOE will be transferred to the employ of ACUSD. Where services are transferred from one member of a SELPA to another that requires the transfer of employees, those employees are entitled to maintaining rights associated with their previous employer.

Confirmation: I, __________________, am currently an employee of ACOE and understand my position as __________________________ will be transferred from ACOE to ACUSD. I understand and confirm the following:

A. I voluntarily resign from my position with ACOE, effective June 30, 2020.

B. I voluntarily accept the same or comparable position with ACUSD, effective July 1, 2020.

C. I have been informed and understand that, pursuant to Education Code section 44903.7, in my new position at ACUSD, I am entitled to and will retain the following rights:
Section B: Governance and Administration

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1) I retain my original seniority date and classification based upon my employment with ACOE. All years served with ACOE will be credited for placement on the ACUSD’s salary schedule.

2) If I am reassigned or transferred as a result of the reorganization, I will have first priority (after laid off certificated employees) for being informed of and in filling a vacant special education position in ACUSD, for which I am certificated to hold. This priority continues for 24 months.

3) If I am laid off as a result of the reorganization, I will have first priority for being informed of and in filling a vacant position for which I am certificated and was employed, in any district or county office within the SELPA that provides the same type of special education programs and services for the pupils previously served by me. This priority continues for 39 months for permanent employees and 24 months for probationary employees beginning on the date of termination.

Acknowledgment of Understanding:

I, __________________________, have read this Confirmation and Acknowledgment and understand and agree to its terms. I acknowledge that I am resigning my position with ACOE and accepting a position with ACUSD consistent with the terms above.

Signature of Employee_______________ Date_______ Phone Number__________
Address________________________________________________________________ Zip Code__________

4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan:

IMPLEMENTATION OF ADMINISTRATIVE FUNCTIONS 56205 (a) (12) (D) (ii)

and 56205(a) (12)(A) ACOE is designated as the Administrative Unit (AU) for the Amador County SELPA. It shall be responsible for functions such as, but not limited to:

1. Receipt and distribution of special education funds to its district's accounts for the operation of special education programs and services.

2. Receipt and distribution of special education funds to accounts exclusively designated for
SELPA use.

3. The employment of moderate to severe special education and designated instructional services (DIS) staff to support SELPA functions.

4. Support provided, as needed or requested, to ACUSD to ensure all mild to moderate special education services are provided according to law, including but not limited to a positive, collaborative working relationship between and with the ACUSD Superintendent and the SELPA Director.

The ACOE and ACUSD Special Education Department, under the direction of the SELPA Director, is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

5. Describe the policies and procedures of the SELPA that allow for the participation of charter schools in the local plan:

SELPA CHARTER SCHOOL POLICY

CHARTER SCHOOLS EC 56207.5 and 56203 (a), (b), (c) A request by a charter school to participate as a local education agency in a special education local plan area may not be treated differently from a similar request made by a school district. In reviewing and approving a request by a charter school to participate as a local educational agency in a special education local plan area, the following requirements shall apply:

EC 56207.5 (a) The special education local plan area shall comply with E.C. 56140.

EC 56207.5 (b) The charter school shall participate in state and federal funding for special education and the allocation plan developed pursuant to subdivision (1) of §56195.7 or Section 56936.05 in the same manner as other local educational agencies of the special education local plan area. E.C. 56207.5 (c) The charter school shall participate in governance of the special education local plan area in the same manner as other local educational agencies of the special education local plan area.

CHARTER SCHOOLS E.C.56207.5 (a-c) It shall be the policy of the LEA that is requested by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district. Special Education Service to Students Voluntarily Enrolled in Charter Schools.

This policy applies to all charter schools that are chartered by the District. This policy also applies to any charter school petition granted by the State Board of Education (SBE) in which oversight responsibilities have been assigned to the District/SELPA EC 47605.5 (k) (1). As students enrolled in charter schools are entitled to special education services provided by state and federal funding, charter schools will comply with all requirements of state and federal law.
Section B: Governance and Administration

SELPA Amador County Fiscal Year 2021-22

regarding provision of special education services (EC 56000 et seq., Individuals with Disabilities Education Act (IDEA)[20 U.S.C. Chapter 33]. Americans with Disabilities Act.) Children with disabilities and their parents shall retain all rights under the IDEA. Each charter petition must contain a comprehensive description of the charter schools educational program, including identification, assessment and provision of special education services as identified in the District/SELPA Local Plan. This description is to include, but is not limited to, the following:

1. Specialized instruction and services available at the charter school;

2. Assurances that staff members providing special education services are appropriately credentialed;

3. Assurances that the facility used by the charter school does not present architectural barriers that would limit an eligible student's full participation in the educational and extracurricular program

4. Disenrollment, suspension and expulsion policies and procedures must ensure that the protections of Federal and State law are afforded to Special Education and Rehabilitation Act of 1973, Section 504 eligible students; and

5. Dispute resolution procedures that will apply to any disputes regarding the provision of special education services in the charter school. SELPA Involvement with Approval and Renewal of Charters Prior to approval of a new charter, or renewal of an existing charter, the District Superintendent or designee shall consult with the SELPA Director regarding the provision of special education services to students enrolled by the charter school. The petitioner must provide adequate assurances that all eligible students enrolled in the charter school will receive appropriate special education services in accordance with the District/SELPA Local Plan. The charter must provide assurances that no student will be denied enrollment in the charter school due to a disability or the charter school's inability to serve the student.

A charter petition must delineate the entity responsible for providing special education instruction and services, any anticipated transfer of special education funds between the District/SELPA and charter school, and any provisions for sharing funding deficits and encroachment. These provisions may be included in a Memorandum of Understanding.

Categories of Charter Schools

Charter schools may be deemed either a Local Education Agency (LEA) or a public school within a chartering District EC 56195.1

1. Charter School as a LEA

If a charter school wished to be a LEA, the SELPA will treat the application in the same manner that the SELPA treats applications by other districts and LEAs and may refer such applications to neighboring multi-district SELPA.
2. Charter School as Public School within the District/SELPA

A charter school that is deemed to be a public school of the local educational agency that granted the charter for the purposes of special education shall participate in state and federal funding for special education in the same manner as any other public school of that local educational agency. A child with disabilities attending the charter school shall receive special education instruction and services or both, in the same manner as a child with disabilities who attends another public school of that local educational agency. The agency that granted the charter school shall ensure that all children with disabilities enrolled in the charter school receive special education and designated instruction and services in a manner that is consistent with their individualized education program and is in compliance with the Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et. seq.) and implementing regulations.

Policy Statement

Special education and related services shall be provided to all eligible individuals within the jurisdiction of the District/SELPA in accordance with the Local Plan. Students enrolled in schools chartered by the District shall receive services in a manner similar to other students.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan:

COMMUNITY ADVISORY COMMITTEE

Verification that a community advisory committee has been established pursuant to EC 56190-56194 [56205 (a) (12) (C)], EC 56205(a)(12)(C).

The Community Advisory Committee (CAC) for the Amador County SELPA is comprised of parents of persons with disabilities enrolled in public or non-public schools within Amador County, pupils and adults with disabilities, general education teachers, special education providers, and other school personnel; representatives of other public and non-public agencies, and persons concerned with the education of persons with disabilities. CAC members are nominated by peers and the ACOE and ACUSD Board may appoint two members through a Board approval process to the CAC.

The Governance Council shall establish policies for the operation of the CAC and the state regulations for CAC responsibilities.

7. Describe the SELPA’s process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC:

The Local Plan, including the approval process of the Annual Service Plan and any
modifications to them, shall be developed and updated cooperatively by a committee of representatives of special and regular teachers and administrators and parent members of the community advisory committee, or parents selected by the community advisory committee to ensure adequate and effective participation.

The SELPA Director shall develop the Local Plan which includes the Annual Service Plan and Budget Plan to be submitted to the CAC for review at least 30 days before submitting to the County Superintendent, as per EC 56205(b)(7). The Local Plan including the Annual Service Plan and Budget Plan shall be adopted by a majority vote at a public hearing held by the Amador County SELPA Governing Board. Notice of this hearing shall be posted in the District and at all schools at least 15 days prior to the hearing. The Annual Service Plan and Budget may be revised during any fiscal year according to the policy making process established by the Amador County SELPA Governing Board in keeping with laws and regulations and shall include administrative costs, services for pupils with severe disabilities and low incidence disabilities, non-service non-service disabilities and supplemental aids aids and services needs of pupils placed in the general education environment EC 56205(b)(1)(A-E), 56205(b)(2). This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized educational plans.

PUBLIC PARTICIPATION POLICY 20 USC §1412 (A) (20); E.C. 56205 (a)

Policy: It shall be the policy of Amador County SELPA that prior to its adoption of policies and procedures, the Amador County shall make the policies and procedures available to the general public, hold public hearings and provide an opportunity for comments by the general public.

Procedures: EC 56205(b)(4) Members of the public, including parents or guardians of students with disabilities and students with disabilities having reached the age of majority, may address questions or concerns to the County Superintendent, District Superintendent, or the Director, Special Education/SELPA.

8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan:

IMPLEMENTATION OF ADMINISTRATIVE FUNCTIONS 56205 (a) (12) (D) (ii) and 56205(a) (I2)(A) ACOE is designated as the Administrative Unit (AU) for the Amador County SELPA. It shall be responsible for functions such as, but not limited to:

1. Receipt and distribution of special education funds to its district's accounts for the operation of special education programs and services.

2. Receipt and distribution of special education funds to accounts exclusively designated for
SELPA use.

3. The employment of moderate to severe special education and designated instructional services (DIS) teachers and staff to support SELPA functions.

4. Support provided, as needed or requested, to ACUSD to ensure all mild to moderate special education services are provided according to law, including but not limited to a positive, collaborative working relationship between and with the ACUSD Superintendent and the SELPA Director. The ACOE and ACUSD Special Education Department, under the direction of the SELPA Director, is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

9. Describe the contractual agreements and the SELPA’s system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan:

REGIONALIZED OPERATIONS AND PROGRAM SPECIALIST SUPPORT EC

56205(a)(12) (B), 56205(b)(l)(F)

A description of the regionalized operations and services listed in Section EC 56836.23 and the direct instructional support provided through the plan. Participating agencies may enter into additional contractual arrangements with the Amador County SELPA to meet the requirement of applicable federal and state law. In adopting the Local Plan, each participating agency agrees to carry out the duties and responsibilities assigned to it within the plan. Each agency shall provide special education and services to all eligible students, including students attending charter schools where Amador County SELPA has granted that charter. In addition, each agency shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities.

AC SELPA Local Plan provides assurances for special education instructional personnel to participate in staff development in-service opportunities in the area of literacy to include current literacy research, state adopted standards and framework, increased participation of students with disabilities in state wide statewide assessment and research based reading strategies. Further, students with disabilities will have access to all core curriculum. EC 56205 (b)(2) A description of the regionalized operations and services listed in Section E of the Local Plan and the direct instructional support provided by program specialists in accordance with Section 56368 to be provided through the plan.

Program Specialists are employed by ACOE or ACUSD, and serve under the direction of the Director of Special Education/SELPA Director. The ACOE or the ACUSD Superintendent approves the employment of program specialists for ACOE or ACUSD following the procedures outlined in Ed. Code Section 56780. Safeguards for the assurance of appropriate
use of program specialist funds are the responsibility of the employer as detailed in Ed. Code Sections 56220(c) (1), 56368, 56780.

10. For multi-LEA local plans, specify:

   a. The responsibilities of each participating COE and LEA governing board in the policymaking process:

   The responsibilities of each participating COE and LEA governing board in the policymaking process see Governance section of Local Plan.

   b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan:

   The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan Section B.

   c. The responsibilities of each LEA and COE for coordinating the administration of the local plan:

   The responsibilities of each LEA and COE for coordinating the administration of the local plan:

   See immediate section below.

11. Identify the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA related to:

   a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan:

   RESPONSIBILITIES OF LOCAL EDUCATION AGENCY ADMINISTRATORS

   E.C. 56205 (a) (12) (D) (i)

   SELPA STAFF 56205 (a)(l2)(D)(i), 56205(a)(l2)(0)(ii)(l) The Amador County SELPA Governing Board assures that the SELPA shall identify the needs of the designated positions necessary for the operation of the SELPA functions according to this policy. In reviewing and approving the SELPA Budget and Service Delivery Plan on an annual basis, the Amador County SELPA
Governing Board approves the staffing recommendations of the SELPA. The SELPA Director, in conjunction with the ACUSD Assistant Superintendent of Human Resources and the hiring manager (usually the school principal) shall use a consistent selection process for hiring and staffing. ACUSD candidates selected in the final interview shall be recommended to the ACUSD Board of Trustees for approval. ACOE candidates selected in the final interview shall be recommended to the County Superintendent for approval.

The SELPA Director will work collaboratively with the ACUSD Superintendent in the planning, implementation and evaluation of the mild to moderate special education program, and will make related decisions in alignment with the priorities and directives of the ACUSD Superintendent, with stakeholder input when appropriate.

The SELPA Director will work collaboratively with the ACOE Superintendent in the planning, implementation and assessment of the moderate to severe special education program, and will make related decisions in alignment with the priorities and directives of the ACOE Superintendent, with stakeholder input when appropriate.

SUPERINTENDENT EC 56205 (a) (12)(D)(i)

The ACOE Superintendent shall be responsible for the moderate to severe special education programs operated by the SELPA, the DIS services provided to all students served by the AC SELPA, and for implementing all requirements of the Local Plan.

The ACUSD Superintendent shall be responsible for the mild to moderate special education programs operated by the SELPA and for implementing all requirements of the Local Plan.

DIRECTOR OF SPECIAL EDUCATION/SELPA

The Director of Special Education/SELPA (SELPA Director), employed by the District, is responsible for the coordination of all special education services and programs in the Amador County SELPA and for the implementation of the Local Plan. The SELPA Director is subject to the Administrative Unit’s (AU) policies and procedures for day to day operations. The Superintendent(s) and the SELPA Director are given authority to implement policies and procedures.

The Director shall plan, organize, develop, implement, monitor, evaluate and improve Special Education services for District students to support the academic success and social-emotional wellness of students with disabilities and students who are at risk through specific intervention models and multi tiered systems of support (MTSS); collaborate with District staff and the Amador County Office of Education (ACOE) to lead, plan, organize and administer the Special Education Local Plan Area (SELPA) function in accordance with applicable laws and regulations; and supervise and evaluate the performance of assigned personnel.

ESSENTIAL FUNCTIONS:
Leadership and Management

1. Provides overall management and direction in the planning and delivery of Special Education services and programs.

2. Collaborates with the Assistant Superintendent of Educational Services to ensure all students receive an equitable, rigorous, standards-aligned instructional program through General Education and Special Education teacher collaboration, professional development, and access to research based core and supplemental materials.

3. Collaborates with the Assistant Superintendent of Human Resources and Labor Relations to support collective bargaining processes on behalf of students with disabilities.

4. Collaborates with the Assistant Superintendent of Business Services to develop and maintain fiscally disciplined supervision of the Special Education budget and expenditures on behalf of students with disabilities.

5. Completes and manages related grant applications, forms for funding and reimbursements, state and federal surveys, student information systems, and required data compilation reports.

6. Reviews program and staffing plans to assure compliance with local, state and federal rules, regulations and objectives.

7. Develops, implements, updates and evaluates the policies and procedures related to Special Education services.

8. Serves as the Amador County SELPA Director and collaborates with ACOE, as needed, to administer and implement the Special Education Local Plan.

9. Develops and monitors regional inter agency agreements.

10. Negotiates and implements contracts with non-public schools, agencies, attorneys, and others, when appropriate, to meet students' individual needs.

11. Plans for the continuous evaluation and improvement of the curriculum and instructional program and services provided by Special Education staff to District students.

12. Supervises the Special Education Self Review (SESR), Federal Program Monitoring (FPM), and Performance Indicator Review (PIR) processes related to Special Education.

13. Plans and supervises Community Advisory Committee (CAC) activities with parent groups, and provides recommendations for membership.

14. Represents and/or advises the District in mediation/due process hearings, complaints and Section 504 investigations.
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15. Assumes statewide liaison role with the California Department of Education and related professional organizations.

16. Develops the Amador County SELPA Local Plan and Annual Service Plan for approval by the Amador County SELPA Board and the ACOE and ACUSD Boards of Trustees.

Personnel Administration and Management

1. Works with the Human Resources Office to organize the screening and selection process for certificated and classified personnel who serve District students with disabilities.

2. Supervises and delegates responsibilities for the evaluation of employees, per contract.

3. Directly supervises and evaluates assigned personnel.

4. Serves as a member of the ACUSD and ACOE Superintendent’s Cabinet.

Public Relations and Communications

1. Compiles and disseminates information on all programs to parents, and public and private agencies as needed.

2. Prepares and provides regular reports to the Amador County SELPA Board and the ACUSD Board of Trustees regarding Special Education programs and requirements.

3. Is highly visible and participatory throughout the educational community in Amador County.

4. Effectively communicates with all staff members and District administrators regarding the roles and responsibilities of Special Education.

5. Assumes ongoing liaison responsibilities between California Children’s Services, Amador County Behavioral Health, Amador County Social Services, Amador County Public Health Department, Amador County Probation, Department of Rehabilitation, Valley Mountain Regional Center, Head Start, and other appropriate agencies.

GENERAL QUALIFICATIONS:

Knowledge and demonstration of:

1. Planning, organization and direction of Special Education programs.

2. Applicable laws, codes, regulations, policies and procedures related to Special Education, General Education and other assigned areas.

3. Policies, goals and objectives of the Special Education program.
4. Policies and objectives of SELPA programs and activities.

5. State, local and regional resources.

6. Intervention, MTSS, and inclusive models.

7. Principles and practices of administration, supervision and training.

8. Interpersonal and written/verbal communication skills using tact, patience, respect and courtesy.


10. Interagency requirements and regulations.

11. Screening and interviewing processes and procedures.

Ability to:

1. Plan, organize and administer a Special Education/SELPA program in accordance with applicable laws and regulations.

2. Supervise the performance of assigned personnel.

3. Collaborate and communicate effectively with a wide variety of professional staff members and community members.

4. Interpret, apply and explain rules, regulations, policies and procedures.

5. Meet schedules and timelines.

6. Prepare comprehensive narrative and statistical reports.

EDUCATION AND EXPERIENCE REQUIRED:

Any combination equivalent to a Master's degree, a minimum of five years' experience teaching in a Special Education environment, and a minimum of five years' experience serving in a K-12 school administrative leadership capacity at the school and/or district office level with progressively increasing responsibilities.

PROGRAM SPECIALIST-BEHAVIOR INTERVENTION

Under the direction of the Director and Coordinator of Special Education, will plan, organize, coordinate and participate directly in special education services, plan and coordinate staff development programs for special education and general education staff and provide consultation to specialized instructors.
The Program Specialist-Behavior Intervention will provide unique and necessary services to pupils in the Amador County SELPA.

To Include:

1. Assist the Director of Special Education/SELPA Director in providing leadership and support to staff to effectively implement, evaluate, and revise the Special Education program, including maintaining open lines of communication, updates and feedback about related programs, roles and responsibilities.

2. Within a multi-tiered system of support following cycles of tiered intervention and progress monitoring, support school and district personnel.

3. Collaborate with the Director of Special Education/SELPA Director and School Principals to determine and address related priorities and needs throughout the school district.

4. Serve as administrative designee at Individualized Education Program (IEP) meetings as needed and as follows:
   a. 30-day placement/interim meetings
   b. change of placements
   c. triennials and annual IEPs for Special Day Class students
   d. IEPs held for special purposes where teachers or site administrators request support/assistance.

5. Provide classroom support to new Special Education teachers, including IEP process, developing daily schedule, utilizing appropriate curriculum and instructional materials and methodology, and following ACUSD/ACOE and SELPA policies and procedures.

6. Observe, consult with, and assist Resource Specialists, Special Day Class teachers, Designated Instructional Services personnel, and other specialists.

7. Participate in meetings and conferences as the program representative or designee, as assigned by the Director of Special Education/SELPA Director.

8. Maintain a high level of communication with families, teachers, and staff regarding student issues, including initiating and responding to communication.

9. Provide feedback and input into the process of evaluating classified personnel assigned to related positions.

10. Collaborate with School Psychologists regarding referral process, assessments, and behavior planning and management systems.
11. Within a multi-tiered system of support at the site level following cycles of tiered intervention and progress monitoring, observe referred students who present with challenging behaviors and make related recommendations.

12. Train and support teachers in the appropriate development of behavior intervention plans.

13. Conduct behavior analyses and assist teachers in developing positive behavioral interventions and intervention plans for students who require such services.

14. Provide the following for school and district personnel, parents, and others: consultation, resource information, training, and materials regarding positive behavioral intervention and implementing of behavior management procedures, including demonstration of non-physical, non-aversive interventions.

15. Serve as a behavior intervention specialist with a designated caseload including the following responsibilities:

   a. Participate in IEP meetings for students who have had a functional analysis assessment or a functional behavior assessment

   b. Make recommendations for the development of a positive behavioral intervention plan

   c. Demonstrate and assist teachers and staff with appropriate interventions with individual students as needed

   d. Assist and supervises the implementation, evaluation, and revisions of behavioral intervention plans. Assist in reviewing and/or modifying a student’s program, placement, or services through the IEP process

   e. Demonstrate and assist teachers in monitoring students’ behavioral progress

   f. Share and demonstrate knowledge of behavior interventions, positive discipline techniques and effective practices with parents and school personnel

   g. Review with others program effectiveness and consult/assist in the revision of programs when changes are necessary

   h. Work cooperatively with School Psychologists, Program Specialists, and others to ensure that functional analysis assessments and functional behavioral assessments are completed and used in developing behavior intervention plans

   i. Demonstrate and assist teachers in preparing written reports and maintaining appropriate files and records on students with behavior intervention plans

   j. Serve as a liaison and consultant to other professionals, appropriate agencies and the
k. Collect and analyze data to design and monitor program improvement and student progress

l. Provide training to teachers and support staff in data collection, the implementation of behavior support plans, and progress monitoring

PROGRAM SPECIALIST - SCHOOL PSYCHOLOGIST

Under the direction of the Director of Special Education, will plan, organize, coordinate and participate directly in special education services, plan and coordinated staff development programs for special education and general education staff and provide consultation to specialized instructors.

The Program Specialist(s) will provide unique and necessary services to pupils in the Amador County SELPA. To include:

1. Assist the Director of Special Education/SELPA Director in providing leadership and support to staff to effectively implement, evaluate, and revise the Special Education program, including maintaining open lines of communication, updates and feedback about related programs, roles and responsibilities.

2. Within a multi-tiered system of support following cycles of tiered intervention and progress monitoring, support school and district personnel.

3. Collaborate with the Director of Special Education/SELPA Director and School Principals to determine and address related priorities and needs throughout the school district

4. Serve as administrative designee at Individualized Education Program (IEP) meetings as needed and as follows:
   a. 30-day placement/interim meetings
   b. change of placements
   c. triennials and annual IEPs for Special Day Class students
   d. IEPs held for special purposes where teachers or site administrators request support/assistance

5. Provide classroom support to new Special Education teachers, including IEP process, developing daily schedule, utilizing appropriate curriculum and instructional materials and methodology, and following ACUSD/ACCE and SELPA policies and procedures.

6. Observe, consult with, and assist Resource Specialists, Special Day Class teachers, Designated Instructional Services personnel, and other specialists.
7. Participate in meetings and conferences as the program representative or designee, as assigned by the Director of Special Education/SELPA Director.

8. Maintain a high level of communication with families, teachers, and staff regarding student issues, including initiating and responding to communication.

9. Provide feedback and input into the process of evaluating classified personnel assigned to related positions.

10. Collaborate with School Psychologists regarding referral process, assessments, and behavior planning and management systems.

11. Other duties as assigned.

ESSENTIAL SCHOOL PSYCHOLOGIST JOB TASKS:

Essential tasks include, but are not limited to:

Collaborate with the School Principal to determine appropriateness of referrals for psycho educational assessment, based on progress monitoring of student academic and behavioral learning within a multi tiered system of support.

Process referrals approved by the School Principal and conduct legally mandated assessments for students from birth (0) to 22 years old.

Develop and submit to the School Principal, in a timely manner (i.e., completed a minimum of 3 days prior to the due date) written assessment reports and documentation of determination of eligibility prior to the scheduled Individualized Education Program (IEP) meeting.

Provide assessment reports and documentation of determination of eligibility to the parent/guardian at or before the IEP team meeting, pursuant to Section 56329(a) in the California Education Code; and explain the information to the parent/guardian and the IEP team.

Provide individual and group counseling of students, as determined by the IEP.

Provide consultative services to General Education and Special Education administrators, teachers, support staff, and parents.

Perform the following administrative/management related duties and responsibilities:

Attend IEP/IFSP meetings as Psychologist and/or Administrative Designee for Resource Program, Special Day Class, Infant Program, Preschool Program

Gather preplacement information to be shared with IEP initial assessment team

Develop and/or monitor discipline procedures, behavior management programs and behavior
plans

Provide case management of emotionally disturbed students

Communicate and collaborate with community partners and state agencies such as Amador County Behavioral Health, Amador County Social Services, Valley Mountain Regional Center, Juvenile Justice, Department of Rehabilitation, State Board of Education, community service agencies, etc.

Participate as a member of the school Guidance Team or Student Study Team (SST), as needed.

Participate as a member of SELPA committees, the Community Advisory Committee and other related committees (e.g., curriculum development and organization, Special Education site teams, program committees, technical development, infant program, grant writing, research and program evaluation, etc.)

PROGRAM SPECIALIST

Under the direction of the Director of Special Education/SELPA, will plan, organize, coordinate and participate directly in special education services, plan and coordinate staff development programs for special education and general education staff and provide consultation to specialized instructors.

The Program Specialist(s) will provide unique and necessary services to pupils in the Amador County SELPA to include:

1. Provide assistance to the Director of Special Education/SELPA Director, and support to special education staff.

2. Serve as administrative designee at IEP meetings as follows:
   a. 30-day Special Day Class Placements
   b. Change of placements
   c. Triennials and annual IEPs for Special Day Class students
   d. IEPs held for special purposes for learning disabled or Resource students where teacher or site administrators request support/assistance.

3. Provide classroom support to new teachers, including the following: IEP process, developing daily schedule, utilizing appropriate curriculum and instructional materials and methodology, and following SELPA and COE policies and procedures.

4. Observe, consult with, and assist Special Day Class teachers, Resource Specialist teachers,
Designated Instructional Service personnel, and other specialists.

5. Participate in meetings and conferences as the program representative or designee as assigned by the Director of Special Education/SELPA Director.

6. Generate/return phone calls regarding student issues.

7. Provide support to site administrators, teachers, parents, and support staff with technical information and facilitation regarding IEP activities.

8. Coordinate full inclusion students/aides.

9. Evaluate classified personnel as assigned.

10. Keeps the Director of Special Education/SELPA Director informed and up to date on respective county matters.

11. Works closely with Psychologists regarding referral process, assessments, and behavior planning and management systems.

12. Participates in the screening and selection process for certificated and classified personnel.

13. Participate as a member of the school Guidance Team or Student Study Team (SST), as needed.

14. Participate as a member of SELPA committees, the Community Advisory Committee and other related committees (e.g., curriculum development and organization, Special Education site teams, program committees, technical development, infant program, grant writing, research and program evaluation, etc.)

b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA:

All federal and state special education funds shall be allocated to the LEA for use of supporting special education programs and services.

Responsibilities for distribution of federal and state funds EC 56205 (a)(l2)(D)(ii)(II)

The governing board of the LEA agrees that students with disabilities will be provided with appropriate special education services. The LEA SELPA shall be responsible for the distribution of the funds according to an approved Special Education Budget Plan. The Assistant Superintendent of Business is responsible to ensure that the funds are distributed in accordance with the Budget Plan.
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c. The operation of special education programs:

**PROVISIONS OF SPECIAL EDUCATION SERVICES TO STUDENTS WITH DISABILITIES EC 56205 (b) (1)**

EC 56303 A pupil shall be referred to special educational instruction and services only after the resources of general education programs have been considered and, where appropriate, utilized. It is the intention of the SELPA to provide a full continuum of services to students with disabilities enrolled in the LEA within the governing SELPA. The referral, assessment and IEP process is utilized to identify the needs of each individual student with disabilities. Amador County SELPA has committed to policies and procedures to assure that students will have their rights to appropriate services provided in the least restrictive environment. To assure a full continuum of program options are available in ACOE Amador County SELPA, to the maximum extent possible, the Amador County SELPA will work toward achievement of the following goals:

1. Programs options in the general education environment are available at local neighborhood schools;

2. Special education programs are housed on school campuses and available throughout the SELPA;

3. The physical location of the program facilitates continued social interaction with non-disabled students;

4. Individuals with exceptional needs have access to general education activities, programs and facilities on the school campus and participate in those activities as appropriate to their needs; and

5. Placement outside these guidelines is justified and documented.

d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs:

Monitoring the use of special education funds EC 56205(a)(12)(D)(ii)(II), 56205(a)(12)(D)(ii) (IV), and 56205(b)(i)(G) Funds allocated for special education programs shall be used for services to students with disabilities.

Federal funds under Part B of IDEA may be used for the following activities:
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1. For the costs of special education and related services and supplementary aids and services provided in a regular class or the education-related setting to a child with a disability in accordance with the IEP for the child, even if one or more non-disabled children benefit from these services.

2. To develop and implement a fully integrated and coordinated services system. The Assistant Superintendent, Business Services shall be responsible to monitor on an annual basis the appropriate use of all funds allocated for special education programs EC 56205(a)(12)(D)(ii)(III). Final determination and action regarding the appropriate use of special education funds shall be made through the Annual Budget Plan process which includes conducting a public hearing.

B. Preparation of program and fiscal reports EC 56205(a)(d)(ii)(V) The Assistant Superintendent of Business shall be responsible to prepare all program and fiscal reports required of the SELPA by the state.

C. Amendments to the annual service and budget plans

The Amador County SELPA Governing Board agrees to review and approve the SELPA-wide annual service and budget plans and any subsequent modifications.

12. Describe how specialized equipment and services will be distributed within the SELPA in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environments:

Materials and equipment will remain with sending LEA unless otherwise agreed upon. Any material or equipment purchased with Low Incidence funds is the property of the California Department of Education ("CDE") and will remain with the student. Specialized equipment purchased by the sending LEA for particular student will follow the student with the program transfer. However, the equipment will remain the property of the sending district.

Policies, Procedures, and Programs

Pursuant to EC sections 56122 and 56205(a), the SELPA ensures conformity with Title 20 United States Code (USC) and in accordance with Title 34 Code of Federal Regulations (CFR) Section 300.201 and has in effect policies, procedures, and programs. For each of the following 23 areas, identify whether or not, each of the following provisions of law are adopted as stated. If the policy is not adopted as stated, briefly describe the SELPA's policy for the given area. In all cases, provide the SELPA policy and procedure numbers; the document title; and the physical location where the policy can be found.
### 1. Free Appropriate Public Education: 20 USC Section 1412(a)(1)

**Policy/Procedure Number:** BP 0430

**Document Title:** Philosophy, Goals, Objectives, and Comprehensive Plans: Comprehensive Local Plan for Special Education

**Document Location:** ACOE/ACUSD Board Policies, Special Education Policies and Procedures (revised 2020), GAMUT, Local Plan posted on https://amadorcoe.org

"It shall be the policy of this LEA that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA as stated:

- Yes  
- No

### 2. Full Educational Opportunity: 20 USC Section 1412(a)(2)

**Policy/Procedure Number:** BP 0410

**Document Title:** Philosophy, Goals, Objectives and Comprehensive Plans: Nondiscrimination In District Programs and Activities

**Document Location:** ACOE/ACUSD Board Policies, Special Education Policies and Procedures (revised 2020), GAMUT, Local Plan posted on https://amadorcoe.org

"It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

- Yes  
- No

### 3. Child Find: 20 USC Section 1412(a)(3)

**Policy/Procedure Number:** BP 6164.4

**Document Title:** PHILOSOPHY, GOALS, OBJECTIVES AND COMPREHENSIVE PLANS: Identification in District Programs And Activities

CDE Form Version 2.0
Section B: Governance and Administration

SELPA Amador County Fiscal Year 2021-22

Document Location:

"It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No

4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP):
20 USC Section 1412(a)(4)

Policy/Procedure Number: BP/AR 6164.4

Document Title: Instruction Identification And Evaluation Of Individuals For Special Education


"It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 USC Section 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 USC Section 1414 (d). It shall be the policy of this LEA that an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No

5. Least Restrictive Environment: USC Section 1412(a)(5)

Policy/Procedure Number: AR 0430

Document Title: PHILOSOPHY, GOALS, OBJECTIVES AND COMPREHENSIVE PLANS: Comprehensive Local Plan For Special Education

"It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No

6. Procedural Safeguards: 20 USC Section 1412(a)(6)

Policy/Procedure Number: AR 6159.1

Document Title: Procedural Safeguards And Complaints For Special Education


"It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No

7. Evaluation: 20 USC Section 1412(a)(7)

Policy/Procedure Number: AR 6164.4

Document Title: Identification And Evaluation of Individuals For Special Education


"It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No
Section B: Governance and Administration

SELPA  Amador County  Fiscal Year  2021-22

8. Confidentiality: 20 USC Section 1412(a)(8)

<table>
<thead>
<tr>
<th>Policy/Procedure Number:</th>
<th>BP/AR 5125</th>
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</thead>
<tbody>
<tr>
<td>Document Title:</td>
<td>Student Records</td>
</tr>
</tbody>
</table>

"It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:  

☐ Yes  ☐ No

9. Part C to Part B Transition: 20 USC Section 1412(a)(9)

<table>
<thead>
<tr>
<th>Policy/Procedure Number:</th>
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<tbody>
<tr>
<td>Document Title:</td>
<td>ACOE/ACUSD Special Education Policies and Procedures 2013</td>
</tr>
</tbody>
</table>

"It shall be the policy of this LEA that children participating in early intervention programs under the Individuals with Disabilities Education Act (IDEA), Part C, and who will participate in preschool programs, experience a smooth and effective transition to preschool programs in a manner consistent with 20 USC Section 1437(a)(9). The transition process shall begin prior to the child's third birthday." The policy is adopted by the SELPA as stated:  

☐ Yes  ☐ No

10. Private Schools: 20 USC Section 1412(a)(10)

<table>
<thead>
<tr>
<th>Policy/Procedure Number:</th>
<th>BP/AR 6164.41</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Title:</td>
<td>Children With Disabilities Enrolled By Their Parents in Private School</td>
</tr>
</tbody>
</table>

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"It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No

11. Local Compliance Assurances: 20 USC Section 1412(a)(11)

Policy/Procedure Number: BP/AR 0430

Document Title: Comprehensive Local Plan For Special Education


"It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and-regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California EC, Part 30." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No

12. Interagency: 20 USC Section 1412(a)(12)

Policy/Procedure Number: ACOE/ACUSD Special Education Policies and Procedures 2013/Local Plan

Document Title: Special Education Policies and Procedures (revised 2020), Local Plan posted on website https://amadorcoe.org

"It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No
Section B: Governance and Administration

SELPA Amador County Fiscal Year 2021-22

13. Governance: 20 USC Section 1412(a)(13)

Policy/Procedure Number: 

Document Title: SELPA Local Plan

Document Location: ACOE/ACUSD Special Education Policies and Procedures 2013/Local Plan ACOE/ACUSD posted on https://amadorcoe.org

"It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the local plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Education Agency." The policy is adopted by the SELPA as stated:

☐ Yes ☐ No

14. Personnel Qualifications

Policy/Procedure Number: AR 4112.23

Document Title: Special Education Staff


"It shall be the policy of this LEA to ensure that personnel providing special education related services are appropriately and adequately prepared and trained, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications." The policy is adopted by the SELPA as stated:

☐ Yes ☐ No

15. Performance Goals and Indicators: 20 USC Section 1412(a)(15)

Policy/Procedure Number: 

Document Title: SELPA Local Plan

Special Education Policies and Procedures (revised 2020), Local Plan

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16. Participation in Assessments: 20 USC Section 1412(a)(16)

Policy/Procedure Number: 

Amador County Special Education Policies and Procedures

Special Education Policies and Procedures (revised 2020), Local Plan
posted on https://amadorcoe.org

"It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs described in 20 USC Subsection 6311. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments where necessary and as indicated in their respective Reps." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No

17. Supplementation of State, Local, and Federal Funds: 20 USC Section 1412(a)(17)

Policy/Procedure Number: 

Amador County Special Education Policies and Procedures

Special Education Policies and Procedures (revised 2020), Local Plan
posted on https://amadorcoe.org

"It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No

18. Maintenance of Effort: 20 USC Section 1412(a)(18)

Policy/Procedure Number: 

CDE Form Version 2.0
Section B: Governance and Administration

SELPA Amador County Fiscal Year 2021-22

Document Title: Amador County Special Education Policies and Procedures

Education Policies and Procedures 2013, Local Plan posted on https://amadorcoe.org

"It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No

19. Public Participation: 20 USC Section 1412(a)(19)

Policy/Procedure Number:

Policy/Procedure Title: Amador County Special Education Policies and Procedures


"It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No

20. Suspension and Expulsion: 20 USC Section 1412(a)(22)

Policy/Procedure Number: AR 5144.2

Document Title: Suspension And Expulsions/Due Process (Students With Disabilities)


"The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be
Section B: Governance and Administration

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revised." The policy is adopted by the SELPA as stated:

Yes  No


Policy/Procedure Number:

Document Title: Amador County Special Education Policies and Procedures


"It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard." The policy is adopted by the SELPA as stated:

Yes  No

22. Over-identification and Disproportionality: 20 USC Section 1412(a)(24)

Policy/Procedure Number:

Document Title: Amador County Special Education Policies and Procedures


"It shall be the policy of this LEA to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities." The policy is adopted by the SELPA as stated:

Yes  No


Policy/Procedure Number:

Document Title: Amador County Special Education Policies and Procedures


"It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a
Section B: Governance and Administration

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prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services." The policy is adopted by the SELPA as stated:

☐ Yes  ☐ No

Administration of Regionalized Operations and Services

Pursuant to EC sections 56195.7(c), 56205(a)(12)(B), 56368, and 56836.23, describe the regionalized operation and service functions. Descriptions must include an explanation of the direct instructional support provided by program specialists; and the respective roles of the RLA/ AU, the SELPA administrator, and the individual LEAs associated with the SELPA. Information provided should include the reference number, document title, and the location (e.g., SELPA office) for each function:

1. Coordination of the SELPA and the implementation of the local plan:

   Reference Number: 
   Document Title: Local Plan
   Document Location: Responsibilities of Local Education Agency Administrators
   Description: Defines regionalized operation and service functions, direct instructional support provided by program specialists, roles of RLA/ AU, the SELPA administrator, and the individual LEAs responsibilities associated with the SELPA.

2. Coordinated system of identification and assessment:

   Reference Number: 
   Document Title: Local Plan
   Document Location: CHILD FIND
   Description: It shall be the policy of the LEA’s that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located and evaluated, a practical method is developed and implemented to
Section B: Governance and Administration

SELPA: Amador County

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determine which student with disabilities are currently receiving needed special education and related services.

3. Coordinated system of procedural safeguards:

Reference Number: 

Document Title: Local Plan

Document Location: Procedural Safeguards and ACOE Special Education Policies & Procedures

Description: It shall be the policy of each LEA that children with disabilities and their parents shall be provided with safeguards, throughout the identification, evaluation, placement process, and the provision of a free appropriate public education to the child EC 56205(b)(5)

4. Coordinated system of staff development and parent and guardian education:

Reference Number: 

Document Title: Local Plan

Document Location: District Website https://amadorcoe.org

Description: AC SELPA Local Plan provides assurances for special education instructional personnel to participate in staff development in-service opportunities in the area of literacy to include current literary research, state adopted standards and framework, increased participation of students with disabilities in state wide assessment and research based reading strategies. Under the direction of the Director of Special Education/SELPA, the Program Specialist-School Psychologist and Program Specialist-Behavior Intervention Specialist will plan, organize, coordinate and participate directly in special education services, plan and coordinate staff development programs for special education and general education staff and provide consultation to specialized instructors.

5. Coordinated system of curriculum development and alignment with the core curriculum:
## Section B: Governance and Administration

<table>
<thead>
<tr>
<th>SELPA</th>
<th>Amador County</th>
<th>Fiscal Year</th>
<th>2021-22</th>
</tr>
</thead>
</table>

### Reference Number:

### Document Title: ACOE Special Education Policy and Procedures

### Document Location: https://amadorcoe.org

**Description:**

The Assistant Superintendent of Educational Services, the Director of Special Education/SELPA and the Program Specialist-Psychologist and Program Specialist-Behavior Intervention Specialist collaborate and interact with all SELPA members to determine staff development needs, initiate training activities/programs, and manages resources available to support staff development training and transition services for all individuals who are responsible for special education and for youth with disabilities. Activities are initiated through the Community Advisory Committee as well as with various teacher/administrator groups.

### 6. Coordinated system internal program review, evaluation of the effectiveness of the local plan, and implementation of the local plan accountability system:

<table>
<thead>
<tr>
<th>Reference Number:</th>
<th>Local Plan</th>
</tr>
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</table>

### Document Title: Local Plan

### Document Location: https://amadorcoe.org

**Description:**

The Director of Special Education/SELPA is charged with reviewing programs, budget, and staffing plans to assure conformance with the local, State, and federal objectives.

### 7. Coordinated system of data collection and management:

<table>
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<tr>
<th>Reference Number:</th>
<th>Local Plan</th>
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</table>

### Document Title: Local Plan

### Document Location: https://amadorcoe.org

**Description:**

The Program Specialist-Psychologist and Program Specialist-Behavior Intervention Specialist under direction of the Director of Special Education/SELPA provide training to teachers and support staff in data collection, the implementation of behavior support plans, and progress monitoring.
### 8. Coordination of interagency agreements:

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Document Title:</td>
<td>Local Plan</td>
</tr>
<tr>
<td>Document Location:</td>
<td><a href="https://amadorcoe.org">https://amadorcoe.org</a></td>
</tr>
<tr>
<td>Description:</td>
<td>It shall be the policy of each LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for FAPE are provided, including the continuation of services during an inter-agency dispute resolution process EC 56205(a)(l3).</td>
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### 9. Coordination of services to medical facilities:

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<th>Reference Number:</th>
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<tbody>
<tr>
<td>Document Title:</td>
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<tr>
<td>Document Location:</td>
<td><a href="https://amadorcoe.org">https://amadorcoe.org</a></td>
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<tr>
<td>Description:</td>
<td>A student with a temporary disability which makes school attendance impossible or inadvisable shall receive individual instruction in the student's home or in a hospital or other residential health facility, excluding state hospitals. This instruction applies to students incurring a physical, mental or emotional disability after which they can reasonably be expected to return to regular day classes or an alternative education program without special intervention. It does not apply to students identified as individuals with exceptional needs pursuant to Education Code 56026. (Education Code 48206.3)</td>
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### 10. Coordination of services to licensed children's institutions and foster family homes:

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<th>Reference Number:</th>
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<tbody>
<tr>
<td>Document Title:</td>
<td>Local Plan</td>
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<td>Document Location:</td>
<td><a href="https://amadorcoe.org">https://amadorcoe.org</a></td>
</tr>
<tr>
<td>Description:</td>
<td>The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless</td>
</tr>
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</table>
students with access to education and other services necessary for them to meet the same challenging academic standards as other students. When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students.

(Education Code 52052, 52060) The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school. In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school websites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

11. Preparation and transmission of required special education local plan area reports:

Reference Number: 

Document Title: Local Plan 

Document Location: https://amadorcoe.org 

The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records consistent with state and federal law. The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431) All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.
12. Fiscal and logistical support of the CAC:

Reference Number:

Document Title: Local Plan (page 24)

Document Location: https://amadorcoe.org

Description: The Community Advisory Committee (CAC) for Amador County is comprised of parents of persons with disabilities enrolled in public or non-public schools within Amador County and may include pupils and adults with disabilities, general education teachers, special education providers, and other school personnel; representatives of other public and non-public agencies, and persons concerned with the education of persons with disabilities. CAC members are nominated by peers and the ACOE and ACUSD Board may appoint two members through a Board approval process to the CAC. The Governance Council shall establish policies for the operation of the CAC and the state regulations for CAC responsibilities.

13. Coordination of transportation services for individuals with exceptional needs:

Reference Number:

Document Title: Local Plan

Document Location: https://amadorcoe.org

Description: The Board of Trustees desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan.

14. Coordination of career and vocational education and transition services:

Reference Number:

Document Title: Local Plan
Section B: Governance and Administration

SELPA Amador County

Fiscal Year 2021-22

Document Location: https://amadorcoe.org

In order to maximize the learning and application of skills that will allow students to succeed in life, the Board of Trustees believes that the instruction of academic and vocational subjects should be combined and fully integrated during all their years of schooling. The Board is confident that achievement will rise when students are routinely called upon to apply their classroom learning to real life and workplace situations. The Board recognizes that integrated academic/vocational instruction will require new forms of community involvement and a new level of collaboration among schools and staff members. Representatives of all disciplines and grade levels will need to collaborate in developing a curriculum that offers school based and work-based learning experiences in well-articulated sequences. Career awareness, exploration and guidance should be an integral part of this curriculum.

15. Assurance of full educational opportunity:

Reference Number:

Document Title: Local Plan

Document Location: https://amadorcoe.org

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

16. Fiscal administration and the allocation of state and federal funds pursuant to EC Section 56836.01—The SELPA Administrator's responsibility for the fiscal administration of the annual budget plan; the allocation of state and federal funds; and the reporting and accounting of special education funding.

Reference Number:

Document Title: SELPA Local Plan

Document Location: https://amadorcoe.org
DISTRIBUTION OF FEDERAL AND STATE FUNDS All federal and state special education funds shall be allocated to LEA for use of supporting special education programs and services. Responsibilities for distribution of federal and state funds EC 56205 (a) (12)(D)(ii)(II) The governing board of the LEA agrees that students with disabilities will be provided with appropriate special education services. The LEA SELPA shall be responsible for the distribution of the funds according to an approved Special Education Budget Plan. The Assistant Superintendent of Business is responsible to ensure that the funds are distributed in accordance with the Budget Plan.

A. Monitoring the use of special education funds EC 56205(a)(12)(D)(ii)(II), 56205(a)(12)(D)(ii)(IV), and 56205(b)(l)(G): Funds allocated for special education programs shall be used for services to students with disabilities. Federal funds under Part B of IDEA may be used for the following activities:

1. For the costs of special education and related services and supplementary aids and services provided in a regular class or the education-related setting to a child with a disability in accordance with the IEP for the child, even if one or more non-disabled children benefit from these services.

2. To develop and implement a fully integrated and coordinated services system. The Assistant Superintendent, Business Services shall be responsible to monitor a on an annual basis the appropriate use of all funds allocated for special education programs EC 56205(a)(12)(D)(ii)(III). Final determination and action regarding the appropriate use of special education funds shall be made through the Annual Budget Plan process which includes conducting a public hearing.

B. Preparation of program and fiscal reports EC 56205(a)(d)(ii)(V): The Assistant Superintendent of Business shall be responsible to prepare all program and fiscal reports required of the SELPA by the state.

C. Amendments to the annual service and budget plans: the Amador County SELPA Governing Board agrees to review and approve the SELPA-wide annual service and budget plans and any subsequent modifications.

17. Direct instructional program support that maybe provided by program specialists in accordance with EC Section 56368:
### Special Education Local Plan Area Services

1. A description of programs for early childhood special education from birth through five years of age:

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<thead>
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<th>Reference Number:</th>
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<tbody>
<tr>
<td>Document Title:</td>
<td>SELPA Local Plan</td>
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<td>Document Location:</td>
<td><a href="https://amadorcoe.org">https://amadorcoe.org</a></td>
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</tbody>
</table>

**Description:**

It shall be the policy of each LEA that a transition process for a child who is participating in Early Intervention Programs, (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process will be smooth, timely and effective for the child and the family. These services are the responsibility of each LEA.

2. A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, may address questions or concerns to the SELPA governing body or individual administrator:

<table>
<thead>
<tr>
<th>Reference Number:</th>
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<tbody>
<tr>
<td>Document Title:</td>
<td>ACOE Special Education Policy and Procedures</td>
</tr>
<tr>
<td>Document Location:</td>
<td><a href="https://amadorcoe.org">https://amadorcoe.org</a></td>
</tr>
</tbody>
</table>

**Description:**

PUBLIC PARTICIPATION (20 USC § 1412 (a)(19)) It shall be the policy of each LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities, Community Advisory Committee members, and parents of children with disabilities are held prior to the adoption of
any policies and/or regulations needed to comply with Part B of the IDEA.

3. A description of a dispute resolution process, including mediation and final and binding arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan:

Reference Number:

Document Title: SELPA Local Plan

Document Location: https://amadorcoe.org

Any and all disputes arising out of the interpretation or performance of this agreement shall be subject to the following procedure until a resolution is reached. Once the parties have exhausted the procedures stated in (a)-(c), below, each may pursue a remedy as entitled to them by law. (a) The disputing party shall provide written notice of the dispute to the other party. Thereafter, the ACOE’s Superintendent or designee shall meet with the District’s Superintendent or designee within thirty (30) calendar days to attempt informal resolution of the dispute. (b) In the event this informal meeting fails to resolve the dispute, both Parties or their designees, within sixty (60) calendar days counting from the initial informal meeting date, shall identify two governing board members who shall jointly meet with the ACOE’s designee and the District’s Superintendent or designee and attempt to resolve the dispute. (c) If this joint meeting fails to resolve the dispute, the District and the ACOE shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by the District and the ACOE, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless the governing boards of the ACOE and the District jointly agree to bind themselves. Exercise of any dispute mechanism authorized by this Agreement shall not, in and of itself, constitute a material breach of the Agreement.

4. A description of the process being used to ensure a student is referred for special education instruction and services only after the resources of the regular education program have been
A pupil shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. Student Success Team (SST) and RTI/MTSS The Student Success Team (SST) is a general education function. It is a process of reviewing individual student issues pertaining to educational performance and planning instructional interventions to implement in the general education classrooms. Although specialists, such as school psychologists, speech/language pathologists, and resource specialists may be involved in the SST process, the SST is a function of general education. The Student Success Team (SST), or the referring instructional personnel, shall document that accommodations/modifications of the regular program have been attempted and that the results of the modifications have not been effective in meeting the student’s need for an appropriate education. In most cases, two or more SST meetings should be convened to assess baseline performance and develop and monitor interventions. Each cycle of intervention should be six to eight weeks in duration with progress monitoring. Prior to a referral for special education evaluation, a series of SST meetings and interventions should be implemented to identify the child’s area of behavioral and academic difficulty.

A SST meeting should be convened to

(1) identify the child’s area of behavioral, emotional or academic difficulty;

(2) establish a baseline level of performance; and

(3) develop intervention, which generally will be conducted in multiple 6 to 8 week cycles.

The following is a sequence of activities that reflects best practices in addressing a student’s needs prior to a referral for a special education assessment:

1. An individual at the school site has a concern about a student’s
academic progress. That individual begins to access resources available at the school and/or consult with persons knowledgeable about the individual student or available resource.

2. The student's parent/guardian is contacted for support, information, and sharing of ideas.

3. Attempts are made to accommodate and modify the student's education program in order to address the original concerns. If the student is not making progress after such attempts have been made, a referral is initiated to the Student Success Team (SST).

4. A Student Success Team meeting is held, involving the parent/guardian, the pupil, the general education teacher and any necessary community resources. Documentation of targeted academic and/or behavioral interventions maintained. Generally, intervention should be implemented for not less than 6-8 weeks.

5. Should interventions not produce progress, a follow-up SST should be held to modify current interventions. 6. After two SSTs and two intervention rounds without resulting in progress, a referral to special education may be considered. NOTE: Timelines related to special education assessment apply even if a student is engaged in the SST or RTI/MTSS process. Applicable timelines commence any time an evaluation request is received by the LEA. Parents and the LEA may mutually agree to extend the timeline for special education assessment, if it is determined that the IEP team requires additional time to evaluate the student. However, such agreement must be in writing and signed by the parent and the LEA. (34 CFR 300.309(c); 71 Fed. Reg. 46657-46659 (August 2006).

5. A description of the process being used to oversee and evaluate placements in nonpublic, nonsectarian schools and the method of ensuring that all requirements of each student's individualized education program are being met. The description shall include a method for evaluating whether the student is making appropriate educational progress:

Reference Number: 

Document Title: BP 6159.2 Instruction


CDE Form Version 2.0
Section B: Governance and Administration

SELPA Amador County

Fiscal Year 2021-22

The Board of Trustees recognizes its responsibility to provide all district students, including students with disabilities, a free and appropriate public education in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency to meet the students' needs.

6. A description of the process by which the SELPA will fulfill the obligations to provide free and appropriate public education (FAPE) to a student age 18 to 21 (or age 22 under the circumstances described in EC 56026(c)(4)) who has been incarcerated in a county jail and remains eligible for special education services:

The obligation to make FAPE available extends to those otherwise-eligible adults in county jail, age 18 to 21, who: (a) had been identified as a child with a disability and had received services in accordance with an IEP, but left school prior to their incarceration; or (b) did not have an IEP in their last educational setting, but had actually been identified as a child with a disability. (EC Section 56040)

It is the responsibility of the district of residence (DOR) to provide special education services and related services to an adult student in county jail who remains eligible for these services and wishes to receive them. The DOR is the district in which the student's parents resided when the student turned 18, unless and until the parents move to a new DOR. For conserved students, the DOR is based on the residence of the conservator. (EC Section 56041)

Reference Number:

Document Title: AR 0430 Philosophy, Goals, Objectives and Comprehensive Plans


Free appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (34 CFR 300.17, 300.101, 300.104; Education Code 56040) FAPE applies to students who are suspended or expelled or placed by the district in a nonpublic, nonsectarian school. (34 CFR 300.17, 300.101,
300.104) Least restrictive environment means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are non-disabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (34 CFR 300.107, 300.114, 300.117; Education Code 56040.1) Special education means specially designed instruction, provided at no cost to the parent/guardian, to meet the unique needs of individuals with disabilities including a full continuum of program options including instruction conducted in the classroom, in the home, in hospitals and institutions, and other settings, and instruction in physical education to meet the educational and service needs in the least restrictive environment. (Education Code 56300, 56031) The obligation to make FAPE available extends to those otherwise-eligible adults in county jail, age 18 to 21, who: (a) had been identified as a child with a disability and had received services in accordance with an IEP, but left school prior to their incarceration; or (b) did not have an IEP in their last educational setting, but had actually been identified as a child with a disability. (EC Section 56040) It is the responsibility of the district of residence (DOR) to provide special education services and related services to an adult student in county jail who remains eligible for these services and wishes to receive them. The DOR is the district in which the student's parents resided when the student turned 18, unless and until the parents move to a new DOR. For conserved students, the DOR is based on the residence of the conservator. (EC Section 56041)
Section D: Annual Budget Plan

SELPA Amador County

Fiscal Year 2021–22

Local Plan Section D: Annual Budget Plan

Projected special education budget funding, revenues, and expenditures by LEAs are specified in Attachments II–V. This includes supplemental aids and services provided to meet the needs of students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA) who are placed in regular education classrooms and environments, and those who have been identified with low incidence disabilities who also receive special education services.

IMPORTANT: Pursuant to California Education Code (EC) Section 56048, adjustments to any year’s apportionment must be received by the California Department of Education (CDE) from the SELPA prior to the end of the first fiscal year (FY) following the FY to be adjusted. The CDE will consider and adjust only the information and computational factors originally established during an eligible FY, if the CDE’s review determines that they are correct.

Pursuant to EC Section 56195.1(2)(b)(3), each Local Plan must include the designation of an administrative entity to perform functions such as the receipt and distribution of funds. Any participating local educational agency (LEA) may perform these services. The administrative entity for a multiple LEA SELPA or an LEA that joined with a county office of education (COE) to form a SELPA, is typically identified as a responsible local agency or administrative unit. Whereas, the administrative entity for single LEA SELPA is identified as a responsible individual. Information related to the administrative entity must be included in Local Plan Section A: Contacts and Certifications.
Section D: Annual Budget Plan

SELPA  
Amador County  
Fiscal Year  
2021–22

Table 1: Special Education Revenue by Source

D1. Using the fields below, identify the special education revenues by funding source. The total revenue and the percent of total funding by source is automatically calculated.

<table>
<thead>
<tr>
<th>Funding Revenue Source</th>
<th>Amount</th>
<th>Percentage of Total Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assembly Bill (AB) 602 State Aid</td>
<td>2,440,775</td>
<td>20.12%</td>
</tr>
<tr>
<td>AB 602 Property Taxes</td>
<td>442,433</td>
<td>3.65%</td>
</tr>
<tr>
<td>Federal IDEA Part B</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Federal IDEA Part C</td>
<td>837,999</td>
<td>6.91%</td>
</tr>
<tr>
<td>State Infant/Toddler</td>
<td>126,592</td>
<td>1.04%</td>
</tr>
<tr>
<td>State Mental Health</td>
<td>252,296</td>
<td>2.08%</td>
</tr>
<tr>
<td>Federal Mental Health</td>
<td>46,222</td>
<td>0.38%</td>
</tr>
<tr>
<td>Other Revenue*</td>
<td>7,987,136</td>
<td>65.83%</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>12,133,453</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

D2. Using the form template provided in Attachment II, complete a distribution of revenues to all LEAs participating in the SELPA by funding source.

D3. Include a description of the revenue identified the "Other Revenue" category

State / local revenues and Tuition/encroachment of the general fund.
### Table 2: Total Budget by Object Codes

D4. Using the fields below, identify the special education expenditures by object code. The total expenditures and the percent of total expenditures by object code is automatically calculated.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Amount</th>
<th>Percentage of Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Object Code 1000—Certificated Salaries</td>
<td>4,286,606</td>
<td>35.33%</td>
</tr>
<tr>
<td>Object Code 2000—Classified Salaries</td>
<td>2,053,349</td>
<td>16.92%</td>
</tr>
<tr>
<td>Object Code 3000—Employee Benefits</td>
<td>2,333,349</td>
<td>19.23%</td>
</tr>
<tr>
<td>Object Code 4000—Supplies</td>
<td>437,962</td>
<td>3.61%</td>
</tr>
<tr>
<td>Object Code 5000—Services and Operations</td>
<td>2,418,491</td>
<td>19.93%</td>
</tr>
<tr>
<td>Object Code 6000—Capital Outlay</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Object Code 7000—Other Outgo and Financing*</td>
<td>603,696</td>
<td>4.98%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>12,133,453</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

D5. Using the templates provided in Attachment III, complete a distribution of projected expenditures by LEAs participating in the SELPA by object code.

D6. *Include a description of the expenditures identified under object code 7000:

Special Ed Bus payment and Indirect costs of programs
Section D: Annual Budget Plan

SELPA Amador County  Fiscal Year 2021–22

Table 3: Federal, State, and Local Revenue Summary

D7. Using the fields below, identify funding by revenue jurisdiction and percent of total budget.

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Amount</th>
<th>Percentage of Total Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Special Education Revenue</td>
<td>3,964,637</td>
<td>32.68%</td>
</tr>
<tr>
<td>Federal Revenue</td>
<td>955,250</td>
<td>7.87%</td>
</tr>
<tr>
<td>Local Contribution</td>
<td>7,213,566</td>
<td>59.45%</td>
</tr>
<tr>
<td><strong>Total Revenue From All Sources</strong></td>
<td>12,133,453</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

D8. Using the form template provided in Attachment IV, provide a complete distribution of revenues to all LEAs participating in the SELPA by federal and state funding source.

Special Education Local Plan Area Funding Distribution

D9. Describe the basic premise of the SELPA Allocation Plan.

ACOE provides educational services to Severe-Mod students and Speech Service. SE funding is provided to COE first to cover the costs of these programs. The remainder of the funding is passed through to ACUSD. ACOE also receives a direct state allocation for County Served District Funded ADA.

D10. Describe how the SELPA distributes IDEA revenues to the LEAs, including the models used to provide services to member LEAs:

ACOE receives the portion of the IDEA funding to cover aides for the Severe-Mod students the remainder is passed through to ACUSD.
Table 4: Special Education Local Plan Area Operating Expenditures

D11. Using the fields below, identify the total projected SELPA operating expenditures by SELPA accounting codes, the amount, and the percent of total expenses. NOTE: For 2021-22 fiscal year, this table optional for single LEA SELPAs.

<table>
<thead>
<tr>
<th>Accounting Categories and Codes</th>
<th>Amount</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Object Code 1000—Certificated Salaries</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Object Code 2000—Classified Salaries</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Object Code 3000—Employee Benefits</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Object Code 4000—Supplies</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Object Code 5000—Services and Operations</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Object Code 6000—Capital Outlay</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Object Code 7000—Other Outgo and Financing*</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Operating Expenditures</td>
<td></td>
<td>0.00%</td>
</tr>
</tbody>
</table>

D12. *Include a description of the expenditures identified under object code 7000:
Section D: Annual Budget Plan

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Table 5: Projected Expenditures for Supplemental Aids and Services in the Regular Classroom and for Students with Low Incidence Disabilities

The standardized account code structure (SACS), goal 5750 is defined as "Special Education, Ages 5–22 Severely Disabled." Students with a low-incidence disability are classified severely disabled. The LEA may elect to have locally defined goals to separate low-incidence disabilities from other severe disabilities to identify these costs locally.

D13. Does the SELPA, including all LEAs participating in the SELPA, use locally defined goals to separate low-incidence disabilities from other severe disabilities?

☑ Yes ☐ No

If "No," describe how the SELPA identifies expenditures for low-incidence disabilities as required by EC Section 56205(b)(1)(D)?

D14. Enter the total projected expenditures for supplemental aids and services (SAS) for students with disabilities who are placed in the regular education classroom and for those who are identified with low incidence (LI) disabilities.

Total Projected Expenditures for SAS in the Regular Classroom Provided to Students with Disabilities

Total Projected Expenditures for Students with LI Disabilities

D15. Using the form template provided in Attachment V, provide a complete distribution of projected federal and state expenditures by LEAs participating in the SELPA.
LOCAL PLAN

Section E: Annual Service Plan

SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education

Special Education Division

2021–22 Local Plan Annual Submission
Local Plan Section E: Annual Service Plan

California Education Code (EC) sections 56205(b)(2) and (d); 56001; and 56195.9

The Local Plan Section E: Annual Service Plan must be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the SELPA at least 15 days before the hearing. Local Plan Section E: Annual Service Plan may be revised during any fiscal year according to the SELPA's process as established and specified in Section B: Governance and Administration portion of the Local Plan consistent with EC sections 56001(f) and 56195.9. Local Plan Section E: Annual Service Plan must include a description of services to be provided by each local educational agency (LEA), including the nature of the services and the physical location where the services are provided (Attachment VI), regardless of whether the LEA is participating in the Local Plan.

Services Included in the Local Plan Section E: Annual Service Plan

All entities and individuals providing related services shall meet the qualifications found in Title 34 of the Code of Federal Regulations (34 CFR) Section 300.156(b), Title 5 of the California Code of Regulations (5 CCR) 3001(r) and the applicable portions 3051 et. seq.; and shall be either employees of an LEA or county office of education (COE), employed under contract pursuant to EC sections 56365-56366, or employees, vendors or contractors of the State Departments of Health Care Services or State Hospitals, or any designated local public health or mental health agency. Services provided by individual LEAs and school sites are to be included in Attachment VI.

Include a description each service provided. If a service is not currently provided, please explain why it is not provided and how the SELPA will ensure students with disabilities will have access to the service should a need arise.

☐ 330–Specialized Academic Instruction

Provide a detailed description of the services to be provided under this code.

Specialized academic instruction: adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general education curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.
Section E: Annual Service Plan

SELPA: Amador County
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210–Family Training, Counseling, Home Visits (Ages 0-2 only)  □  Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

A student requiring these types of services are referred to county agencies for support.

220–Medical (Ages 0-2 only) □  Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

A student requiring these types of services are referred to county agencies for support.

230–Nutrition (Ages 0-2 only) □  Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

A student requiring these types of services are referred to county agencies for support.

240–Service Coordination (Ages 0-2 only) □  Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Provides support to family in coordinating services between District and County agencies (ages 0-2 only).

250–Special Instruction (Ages 0-2 only) □  Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Special instruction includes the design of learning environments and activities that provide the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance
Section E: Annual Service Plan

SELPA: Amador County  Fiscal Year: 2021–22

the child's development.

☐ 260–Special Education Aide (Ages 0-2 only)  ■ Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

This is an option as part of the SELPA's continuum of services available upon IFSP team decision. This service is not currently provided.

☐ 270–Respite Care (Ages 0-2 only)  ■ Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

This is an option as part of the SELPA's continuum of services available upon the IFSP team decision. Respite care services (ages 0-2 only) for short term care given in-home or out-of-home, which temporarily relieves the family of the ongoing responsibility for specialized care for children with a disability. This service is provided by County agencies and/or medical insurance.

■ 340–Intensive Individual Instruction

Provide a detailed description of the services to be provided under this code.

IEP team determination that student requires additional support for all or part of the day to meet his or her IEP goals.

■ 350–Individual and Small Group Instruction

Provide a detailed description of the services to be provided under this code.

Instruction delivered one-to-one or in a small group as specified in the IEP enabling the student to participate effectively in the total school program.

■ 415–Speech and Language  ■ Service is Not Currently Provided
Provide a detailed description of the services to be provided under this code.

Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant. Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

☐ 425–Adapted Physical Education  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Quality physical education consistent with the curriculum approved by the LEA, instruction in physical fitness, motor fitness, fundamental motor skills and patterns, individual and group sports. The delivery setting is based on the student's individual needs.

☐ 435–Health and Nursing: Specialized Physical Health Care  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Specialized physical health care services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who preforms the services and which are necessary during the school day to enable the child to attend school. These services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.

☐ 436–Health and Nursing: Other  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services can include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service.
Section E: Annual Service Plan

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IEP required health and nursing services are expected to supplement the regular health services program. Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

☐ 445–Assistive Technology  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.

☐ 450–Occupational Therapy  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environmental or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP by a qualified Occupational Therapist with the American Occupational Therapy Certification Board. Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

☐ 460–Physical Therapy  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

These services are provided, pursuant to an IEP, by a registered Physical Therapist, or Physical Therapist Assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy (PT) includes but is not limited to motor control and coordination, posture and balance, self-help, functional mobility,
accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings, or in the home, and may occur in groups or individually. These services may include adaptations to the student’s environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.

☐ 510–Individual Counseling

Provide a detailed description of the services to be provided under this code.

Counseling services provided by qualified social workers, psychologists, guidance counselors, or other qualified personnel.

☐ 515–Counseling and Guidance

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Counseling in a individual or group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intra-personal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program. Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

☐ 520–Parent Counseling

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) or legal guardians of a student receiving special education services in better understanding and meeting their child’s needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.
Section E: Annual Service Plan

SELPA: Amador County  Fiscal Year: 2021–22

☐ 525–Social Worker  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child’s living situation (home, school, and community) that affect the child’s adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her education program. Social work services are expected to supplement the regular guidance and counseling program.

☐ 530–Psychological  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

This is an option as part of the SELPA’s continuum of services available upon IEP team decision. These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programsto meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.

☐ 535–Behavior Intervention  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Behavior intervention services are a systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment. Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

☐ 540–Day Treatment
Provide a detailed description of the services to be provided under this code.

Day treatment services are structured education, training, and support services to address the student’s mental health needs.

- 545–Residential Treatment

Provide a detailed description of the services to be provided under this code.

Residential treatment services are 24-hour, out-of-home placement service(s) provided by institutions who provide intensive therapeutic services to support the educational program.

- 610–Specialized Service for Low Incidence Disabilities  Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

This is an option as part of the SELPA’s continuum of services available upon IEP team decision. Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically services are provided in educational settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the student as well as the teacher, staff, and parents as needed. These services must be clearly written in the student’s IEP, including frequency and duration of the services provided to the student.

- 710–Specialized Deaf and Hard of Hearing  Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

These services include speech therapy, speech reading, auditory training, and/or instruction in the student’s mode of communication. Rehabilitative and educational services include adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.

- 715–Interpreter  Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Interpretation services for those students who through the IEP process have been determined
Section E: Annual Service Plan

SELPA: Amador County
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to require interpretation such as deaf and/or hard of hearing. Services are provided to allow student academic access in the classroom setting.

☐ 720–Audiological

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

This is an option as part of the SELPA’s continuum of services available upon IEP team decision. These services include measurements of acuity, monitoring amplification and frequency modulation system use.

Consultation services with teachers, parents, and/or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included. Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

☐ 725–Specialized Vision

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum accommodations and modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.

☐ 730–Orientation and Mobility

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Orientation and mobility for students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents and support staff including teachers regarding the student's requiring such services according to an IEP.
Section E: Annual Service Plan

SELPA: Amador County          Fiscal Year: 2021–22

☐ 735–Braille Transcription          ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

This is an option as part of the SELPA’s continuum of services available upon IEP team decision. Braille transcription is any transcription services necessary to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.

☐ 740–Specialized Orthopedic          ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

This is an option as part of the SELPA’s continuum of services available upon IEP team decision. Specialized orthopedic services include specially designed instruction related to the unique needs of a student with an orthopedic disability, including specialized materials and equipment.

☐ 745–Reading          ☐ Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

This is an option as part of the SELPA’s continuum of services available upon IEP team decision. Reading services will be provided at the school of attendance unless otherwise determined by the individualized education program (IEP) team.

☐ 750–Note Taking          ☐ Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

This is an option as part of the SELPA’s continuum of services available upon IEP team decision. Note taking services are any specialized assistance given to the student for the purpose of note taking when the student is unable to do so independently.

This may include but is not limited to copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not
Section E: Annual Service Plan

SELPA: Amador County  Fiscal Year: 2021–22

Include instruction in the process of learning how to take notes.

■ 755–Transcription  □ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.

■ 760–Recreation Service, Including Therapeutic Recreation  □ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

This is an option as part of the SELPA’s continuum of services available upon IEP team decision. Recreation services includes therapeutic recreation. Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, to facilitate the pupil's integration into general recreation programs.

■ 820–College Awareness  □ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including but not limited to career planning, course prerequisites, admission eligibility, and financial aid.

■ 830–Vocational Assessment, Counseling, Guidance, and Career Assessment  □ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his or her aptitudes, abilities, and interests in order to make realistic career decisions.
Section E: Annual Service Plan

SELPA: Amador County  Fiscal Year: 2021–22

☐ 840–Career Awareness  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle school and high school will be able to access vocational education funds. Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

☐ 850–Work Experience Education  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.

☐ 855–Job Coaching  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a Job Coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.

☐ 860–Mentoring  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills.

Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.
Section E: Annual Service Plan

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☐ 865–Agency Linkages (referral and placement)  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under Part C with individualized service plans under multiple Federal and State programs, such as Title I of the Rehabilitation Act of 1973 (vocational rehabilitation), Title XIX (3)(b) of the Social Security Act (Medicaid), and Title XVI of the Social Security Act (supplemental security income).

☐ 870–Travel and Mobility Training  ☐ Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

This is an option as part of the SELPA’s continuum of services available upon IEP team decision to those students who are blind or visually impaired by qualified personnel to enable the student to obtain a systematic orientation to and safe movement within their environments in school, the home and community. This service is important to consider when transition planning to teach skills necessary to getting around in the student's community.

☐ 890–Other Transition Services  ☐ Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies. Services will be provided in the school of attendance unless otherwise determined by the individualized education plan (IEP) team.

☐ 900–Other Related Service

+ [ ] Description of the “Other Related Service”

Qualifications of the Provider Delivering “Other Related Service”

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LOCAL PLAN

Attachments

SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education
Special Education Division
2021–22 Local Plan Submission
INTENTIONALLY LEFT BLANK
Attachment I

SELPA: Amador County
Fiscal Year: 2021-22

Attachment I—Local Educational Agency Listing

Participating Local Educational Agency Identification

Enter the California Department of Education (CDE) issued county/district/school code (CDS) and the full name for each local educational agency (LEA) participating in the Local Plan. The LEA names will automatically populate the remaining attachments. Pursuant to California Education Code (EC) sections 56205(a)(12)(D)(iii) and 56195(1)(b) and (c), SELPAs with one or more LEAs, or those who join with the county office of education (COE) to submit a Local Plan to the CDE for consideration of approval must include copies of joint powers agreements or contractual agreements, as appropriate.

In the table below, enter the CDE issued CDS code and the official name as listed in the California School Directory https://www.cde.ca.gov/SD for each COE, District, Joint Powers Authority (JPA), and SELPA participating in the Local Plan and receiving a special education funding allocation for services and programs provided to students with disabilities.

To Add or Delete Rows:

To add or delete table rows, select the “plus” or “minus” buttons below. Actions taken here will be automatically repeated for each of the tables in Attachments II through VI. Users must manually enter LEA information in Attachment VII.

LEA Membership Changes:

If an LEA was previously reported to the CDE in fiscal year 2020-21 or 2021-22 and there is a change in SELPA membership, DO NOT DELETE the entry. Instead, under the “LEA Status” column, select the drop-down menu and choose the applicable status option for the LEA membership change.

SELPA County/District/School Codes

- If a SELPA does not have a CDS code, then the associated fields should be left blank. NOTE: If a CDS code section begins with a “0,” the zero will not appear in the user’s entry.
- If a SELPA does not have a complete CDS code, then leave the associated district and school code blank.
- If a SELPA is not a charter LEA, then leave the associated charter code blank.
### SELPA: Amador County

#### Fiscal Year: 2021-22

<table>
<thead>
<tr>
<th>Add or Delete Row</th>
<th>List</th>
<th>County Code</th>
<th>District Code</th>
<th>School Code</th>
<th>Charter Code (if applicable)</th>
<th>LEA Official Name (District, Charter, COE, JPA, and SELPA)</th>
<th>Special Education Director First Name</th>
<th>Special Education Director Last Name</th>
<th>Phone (xxx) xxx-xxxx</th>
<th>Email</th>
<th>LEA Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>10030</td>
<td></td>
<td></td>
<td></td>
<td>Amador County Office of Education</td>
<td>Robert</td>
<td>Russell</td>
<td>209-257-5330</td>
<td><a href="mailto:russell@acoe.org">russell@acoe.org</a></td>
<td>Previously Reported</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>73981</td>
<td></td>
<td></td>
<td></td>
<td>Amador County Unified School District</td>
<td>Kathryn</td>
<td>Brown</td>
<td>209-273-7886</td>
<td><a href="mailto:kathryn.brown@ac.usd.org">kathryn.brown@ac.usd.org</a></td>
<td>Previously Reported</td>
</tr>
</tbody>
</table>

---

2021-22 CDE Local Plan Submission

Attachment 1-2 of 2
Each SELPA must adhere to requirements for developing and reporting special education budget revenue and expenditures. The following excerpt is taken from California School Accounting Manual (CSAM) Procedure 755 Special Education on page 755-1 and included to assist the SELPA with completing Section D: Annual Budget Plan Information for each LEA participating in the SELPA’s Local Plan.

Special education budgets are complex and are of great interest to the public, both locally and statewide. EC Section 56205(b)(1) requires that a special education budget shall identify particular elements. Identification of the following elements is facilitated by the standardized account code structure (SACS):

1. Apportionment received by the LEA in accordance with the allocation plan adopted by the SELPA. (The apportionment is tracked in SACS in the resource field in combination with the revenue code in the object field.)

2. Administrative costs of the plan. (These costs are tracked in the function field.)

3. Costs of special education services to pupils with severe disabilities and low-incidence disabilities. (This population is identified by the goal field.)

4. Costs of special education services to pupils with nonsevere disabilities. (This population is identified by the goal field.)

5. Costs of supplemental aids and services provided to meet the individual needs of pupils placed in regular education classrooms and environments. (Costs of these aids and services are tracked in the function field.)

6. Costs of regionalized operations and services and direct instructional support by program specialists in accordance with Part 30, Chapter 7.2, Article 6, of the California EC, Program Specialists and Administration of Regionalized Operations and Services. (These costs are tracked in the goal field for regionalized operations and in the function field for instructional services.)

7. Use of property taxes allocated to the SELPA pursuant to EC Section 2572. (Property taxes allocated to the SELPA are tracked in the resource field and identified by a revenue code in the object field.)
Attachment II—Projected Special Education Revenue by Local Educational Agency

For each LEA participating in the Local Plan, enter the projected special education revenue funding sources allowed by the Individuals with Disabilities Education Act (IDEA). Information included in this table must be consistent with revenues identified in Section D, Table 1. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 1.

<table>
<thead>
<tr>
<th>List</th>
<th>LEA Official Name (District, Charter, COE, JPA, and SELPA)</th>
<th>Assembly Bill (AB) 602 State Aid</th>
<th>AB 602 Property Tax</th>
<th>Federal IDEA Part C</th>
<th>Federal IDEA Part B</th>
<th>State Infant/Toddler</th>
<th>State Mental Health</th>
<th>Federal Mental Health</th>
<th>Other Revenue</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Amador County Office of Education</td>
<td>1,886,242</td>
<td>262,236</td>
<td>0</td>
<td>120,592</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2,250,850</td>
<td>4,525,023</td>
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<tr>
<td>2</td>
<td>Amador County Unified School District</td>
<td>0</td>
<td>554,553</td>
<td>0</td>
<td>0</td>
<td>252,296</td>
<td>46,222</td>
<td>5,730,286</td>
<td>7,165,100</td>
<td>11,091,023</td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td>0</td>
<td>2,440,775</td>
<td>0</td>
<td>120,592</td>
<td>252,296</td>
<td>46,222</td>
<td>7,987,136</td>
<td>11,091,023</td>
<td></td>
</tr>
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</table>
**Attachment III—Projected Expenditures by Object Code by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education expenditures by LEA and object code as allowed by the IDEA. Information included in this table must be consistent with expenditures identified in Section D, Tables 2. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 2.

<table>
<thead>
<tr>
<th>LEA Official Name (District, Charter, COE, JPA, and SELPA)</th>
<th>1000</th>
<th>2000</th>
<th>3000</th>
<th>4000</th>
<th>5000</th>
<th>6000</th>
<th>7000</th>
<th>Other Outgo and Financing</th>
<th>Subtotal</th>
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<tr>
<td>Amador County Office of Education</td>
<td>1,719,085</td>
<td>523,154</td>
<td>753,928</td>
<td>39,050</td>
<td>720,376</td>
<td>0</td>
<td>173,233</td>
<td>3,928,826</td>
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<tr>
<td>Amador County Unified School District</td>
<td>1,743,407</td>
<td>389,850</td>
<td>673,186</td>
<td>16,200</td>
<td>659,172</td>
<td>0</td>
<td>212,050</td>
<td>3,692,865</td>
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<tr>
<td>Totals:</td>
<td>3,462,492</td>
<td>912,004</td>
<td>1,427,114</td>
<td>55,250</td>
<td>1,379,546</td>
<td>0</td>
<td>385,283</td>
<td>7,621,691</td>
<td></td>
</tr>
</tbody>
</table>

Fiscal Year: 2021–22
### Attachment IV

**SELPA: Amador County**

**Fiscal Year: 2021-22**

#### Attachment IV—Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency

For each LEA participating in the Local Plan, enter the projected special education revenue received by each funding source. Information provided must be consistent with revenues identified in Section D, Table 3. **NOTE:** For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 3.

<table>
<thead>
<tr>
<th>List</th>
<th>LEA Official Name (District, Charter, COE, JPA, and SELPA)</th>
<th>Federal Revenue</th>
<th>Percent of Total Federal Revenue</th>
<th>State Revenue</th>
<th>Percent of Total State Revenue</th>
<th>Local Revenue</th>
<th>Total Federal and State Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Amador County Office of Education</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>Amador County Unified School District</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0.00%</td>
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<td>0</td>
</tr>
<tr>
<td></td>
<td><strong>Totals</strong></td>
<td><strong>0</strong></td>
<td><strong>0.00%</strong></td>
<td><strong>0</strong></td>
<td><strong>0.00%</strong></td>
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</tr>
</tbody>
</table>

2021–22 CDE Local Plan Submission
Attachment V

SELPA: Amador County  Fiscal Year: 2021–22

Attachment V—Projected Expenditures by Local Educational Agency for Supplemental Aids and Services in the Regular Classroom for Students with Disabilities and Those Identified with Low Incidence Disabilities

Enter the revenue allocated to each LEA for supplemental aids and services (SAS) for those students with disabilities placed in the regular classroom setting and those who are identified with low incidence (LI) disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 5.

<table>
<thead>
<tr>
<th>List</th>
<th>LEA Official Name (District, Charter, COE, JPA, and SELPA)</th>
<th>Total Projected Expenditures by LEA SAS in the Regular Classroom</th>
<th>Total Projected Expenditures by LEA for LI</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Amador County Office of Education</td>
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<td>0</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
Attachment VI

SELPA: Amador County

Fiscal Year: 2021-22

Attachment VI must be completed using the CDE approved Microsoft Excel Template
Attachment VII—Special Education Local Plan Area Membership Transfers and Mergers (to and from the SELPA)

Educational programs and services already in operation may not be transferred to another LEA unless all provisions of EC Section 56237 have been met by the SELPA as demonstrated by the completion and submission of Attachment VII. The effective date of the transfer must not be prior to the July 1 of the second fiscal year after the date the sending or receiving SELPA informed the other agency and the governing body of multiple LEA SELPAs or the responsible individual of single LEA SELPAs notified the other agency, unless both the sending and receiving SELPA unanimously agree the transfer date will take effect on the July 1 of the first fiscal year following the notification date.

<table>
<thead>
<tr>
<th>LEA Name</th>
<th>Add or Delete Row</th>
<th>LEA Status</th>
<th>Impacted SELPA Name</th>
<th>Impacted District, Charter, or School Name</th>
<th>Initiating SELPA Notification Date</th>
<th>SELPA Governing Board Notification Date</th>
<th>COE Notification Date</th>
<th>CDE Notification Date</th>
<th>Agreed Upon Effective Fiscal Year</th>
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<tbody>
<tr>
<td>Amador County Office of Education</td>
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<tr>
<td>Amador County Unified School District</td>
<td>Delete This Row</td>
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</tr>
</tbody>
</table>

*DO NOT DISTRIBUTE*

2021–22 CDE Local Plan Submission

Attachment VII-1 of 1
AGENDA ITEM #: 10.8

SUBJECT: Facilities Inspection System Report

BACKGROUND INFORMATION:
The Facilities Inspection System Report comprises an evaluation of all of the schools throughout the district. Over a series of weeks, facilities walks were conducted by Williams and Associates, the Assistant Superintendent of Business, and the Director of Maintenance, Transportation and Operations. The Facility Inspection Tool (FIT) adopted by the State Allocation Board was used to evaluate each facility with a visual inspection.

Serving as the uniform definition of good repair, the FIT is intended to be used by school officials in ensuring that all California school children have access to clean, safe, and functional school facilities. The FIT is designed to identify areas of a school site that are in need of repair based upon a visual inspection of the site. Numerous categories are evaluated including, but not limited to, mechanical systems, sewer, interior surfaces, electrical, restrooms, fire safety, structural damage, roofs and playgrounds.

Many of the areas of need identified in the report will be addressed in the coming weeks in months as this report will be used by the maintenance department to improve conditions for the coming years. Properly maintaining this report and addressing the needs will provide the district with the potential to apply for state funded facilities projects through the School Facility Program.

FISCAL IMPLICATIONS:
Continued emphasis in budgeting on facilities projects.

RECOMMENDATION:
Superintendent Slavensky recommends approval of the Facilities Inspection System Report.

PRESENTED BY:
Jared Critchfield, Assistant Superintendent, Business Services

Documents Provided Under Separate Cover