WEED UNION ELEMENTARY SCHOOL DISTRICT

Superintendent/Principal
Jon Ray

575 White Avenue
Weed, CA 96094
Phone: 530-938-2715
Fax: 530-938-2973
www.weedelementaryschool.com
District Office Phone 530-938-6103

Board Members
Michael Carpine
John Gaustad
Deborah Goltz
Garrett Greene
Debbie Moser

Weed Union Elementary School District
Governing Board: Regular Meeting
August 13, 2020
Call to Order: 6:00 p.m.
Closed Session: 6:00 p.m.
Reconvene Open Session: 7:00 p.m.

Notice is Hereby given that this meeting is being held pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020.

The Board will be meeting in person at the WES Library or via Zoom. Due to physical distancing and gathering restrictions, the public may only attend and participate in the board meeting via Zoom with the following link:
https://zoom.us/j/93643575213?pwd=OGo4MUEzcE81Q2RxM2tZTm5GQUhmZz09
Joining via telephone: 1- 669- 900- 9128 US Meeting ID: 936 4357 5213
Passcode: 506692

Members of the public will join the meeting's waiting room until admitted into the public meeting. During the Closed Session portion of the agenda, public participants will be moved into the waiting room. When the Board reconvenes into Public Session, those public participants in the waiting room will be moved back into the public meeting.

Members of the public wishing to comment on an agenda item will be given the opportunity to ask questions via Zoom. Here are the instructions for this platform:
- Those attending via web browser, please use the chat feature to inform the Board President that you would like to comment.
- Those attending the meeting by phone, please provide your name for the public comment list and wait to be called on by the Board President.

Agenda and Order of Business

1. Roll Call and Welcome 6:00 p.m.

2. Public Comment on Closed Session Agenda Items
2.1 Members of the public have the opportunity to address the Board concerning the following Closed Session Agenda Items

3. **Closed Session**
3.1. The Board will adjourn to address the following items in Closed Session:
3.1.1. Public Employee Discipline/Dismissal/Release/Resignation/Retirement Pursuant to Government Code Section 54957
3.1.2. Conference with Labor Negotiators (GC 54957.6): Agency Representatives: Jon Ray, Superintendent; Employee Organizations: Weed Classroom Teachers

The Weed Union Elementary School District is committed to ensuring that all meetings are accessible regardless of an individual's ability or access method. If you need a reasonable accommodation, please contact the Weed Union Elementary School District, Superintendent at (530) 938-2715 during normal business hours.

Association and the California School Employees Association # 391, Unrepresented Employees.

3.1.3. Evaluation of Performance (GC 54957) Superintendent/Principal

3.1.4. Possible Litigation

4. Reconvene to Open Session **7:00 p.m.**

4.1. Disclosure of Action Taken in Closed Session, if any

5. Public Comment: At this time we would like to invite and welcome persons wishing to address the Board on any item. In the interest of order and time, presentations from the public are limited to 3 minutes per person, per topic (limit of 20 minutes per topic)

5.1. Items on the Agenda

5.2. Items not on the Agenda

6. Consent Agenda

6.1. Approve the Minutes of the June 29, 2020 Special Board meeting

6.2. Approve Fund Transfers, Budget Transfers and Warrants: $23,317.82.

6.3. Approve Personnel Action Report

6.4. Approve 2020/2021 Consolidated Application

6.5. Approve Siskiyou Afterschool For Everyone Early Release Policy

6.6. Approve Quarterly Report on Williams Uniform Complaint – July 2020

6.7. Approve Certification of the Superintendent/Principal is Competent in Instructional Methodology and Evaluation Pertinent to the Personnel they Evaluate

6.8. Approve Resolution to Establish Temporary Interfund Transfers of Special or Restricted Funds

6.9. Approve Declaration of Need for Fully Qualified Educators

7. Discussion Items

7.1. Update on Opening of School Plan

8. Action Items

8.1. Contract with ASM

8.2. Purchase Agreement with NWEA

8.3. Purchase Agreement with Edgenuity

8.4. Purchase Agreement for GAMUT

8.5. Schedule Two Board Meetings in December

8.6. Schedule One Workshop for August 22, 2020

8.7. Emergency Resolution in Support of Emergency Arising from the Spread of CoronaVirus (COVID 19)

8.8. Contract with Asbestos Science Technologies, Inc.

9. Reports

9.1. Certificated Staff

9.2. Classified Staff

9.3. Superintendent/Principal Jon Ray

10. Board Comments

11. Adjournment Time:_____

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August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

1. **Welcome/Roll Call/Pledge**

    1.1. Disclosure of action in Closed Session, if any

        1.1.1. August 13, 2020, Regular Board Meeting

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

2. Public Comment on Closed Session Agenda Items

2.1 Members of the public have the opportunity to address the Board concerning the following Closed Session Agenda Items

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

4. Reconvene to Open Session **7:00 p.m.**

4.3. Disclosure of Action Taken in Closed Session, if any

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

5. **Public Comment:** At this time we would like to invite and welcome persons wishing to address the Board on any item. In the interest of order and time, presentations from the public are limited to 3 minutes per person, per topic (limit of 20 minutes per topic).

    5.1. Items on the Agenda
    5.2. Items not on the Agenda

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

Subject: Board Agenda Item # 6.0 Consent Items

Rationale: These are routine agenda items or agenda items that have been previously discussed. Any item may be removed to the action agenda item portion of the agenda by a Board member request.

6.1. Approve the Minutes of the June 29, 2020 Special Board meeting
6.2. Approve Fund Transfers, Budget Transfers and Warrants: $23,317.82.
6.3. Approve Personnel Action Report
6.4. Approve 2020/2021 Consolidated Application
6.5. Approve Siskiyou Afterschool For Everyone Early Release Policy
6.6. Approve Quarterly Report on Williams Uniform Complaint – July 2020
6.7. Approve Certification of the Superintendent/Principal is Competent in Instructional Methodology and Evaluation Pertinent to the Personnel they Evaluate
6.8. Approve Resolution to Establish Temporary Interfund Transfers of Special or Restricted Funds
6.9. Approve Declaration of Need for Fully Qualified Educators

Fiscal Impact: Various

Enclosures: Various documents

Superintendent's Recommendation: Approve

WEED UNION ELEMENTARY SCHOOL DISTRICT
Minutes of the Regular Meeting
June 29, 2020 – 7:00 p.m.
Weed Elementary School
575 White Avenue, Weed, CA 96094

DATE: **June 29, 2020**
PLACE: **Zoom**

1. Closed Session Agenda **6:00 pm**

Board President Goltz called the meeting to order at 6:30 PM. The Board convened in Closed Session. The Board reconvened in Open Session at 7:00 PM.

1. Closed Session Agenda **6:00 PM**

1.1. Members of the public have the opportunity to address the Board concerning the following Closed Session Agenda Items.

1.2. The Board will adjoin to address the following items in Closed Session:

1.2.1. Public Employee Discipline/Dismissal/Release/Resignation/Retirement Pursuant to Government Code Section 54957

1.2.2. Conference with Labor Negotiators (GC 54957.6): Agency Representatives: Alisa Cummings, Superintendent; Employee Organizations: Weed Classroom Teachers Association and the California School Employees Association # 391, Unrepresented Employees: Administrative Assistant, Business Official, Cafeteria Manager, Building and Grounds Supervisor and SAFE Coordinator

2. Welcome/Roll Call/Pledge

Trustees Present: Carpine, Gaustad, Greene, Goltz, Moser
Trustees Absent: None

2.1. Disclosure of action in Closed Session, if any

2.1.1. May 21, 2020, Regular Board Meeting – None

2.2. Public Hearings

2.2.1. Public Disclosure of WUESD 2020-2021 Budget. The hearing opened at 7:01 PM. There were no comments, the hearing closed at 7:02 PM.

2.2.2. Public Disclosure of WUESD 2020 Local Control and Accountability Plan Covid-19 Operations Written Report. The hearing opened at 7:02 PM. There were no comments, the hearing closed at 7:03 PM.

2.2.3. Public Disclosure of Tentative Agreement for the 2020-2021 school year with Weed Classroom Teachers Association, WCTA. The hearing opened at 7:03 PM. There were no comments, the hearing closed at 7:03 PM.

3. **Public Comment:** At this time we would like to invite and welcome persons wishing to address the Board on any item. In the interest of order and time, presentations from the public are limited to 3 minutes per person, per topic (limit of 20 minutes per topic)
   - 3.1. Items on the Agenda - None
   - 3.2. Items not on the Agenda – Cristina Mikolajczyk thanked Kassidy Salters and wished her a farewell as she will be greatly missed.

4. **Consent Agenda**

   On a motion by Trustee Moser and a second by Trustee Gaustad, the Board voted to approve the Consent Agenda as presented. Motion carried unanimously.

   - 4.1. Approve the Minutes of the June 11, 2020 Regular Board Meeting
   - 4.2. Approve Fund Transfers, Budget Transfers and Warrants:$43,268.56 +$60,000.00 + $300,000.00 + $3,786.38 = $407,054.94
   - 4.3. Approve Personnel Action Report
   - 4.4. Approve Resolution 19-20-12 Excusing Absence of Governing Board member President John Gaustad From the June 11, 2020 Board Meeting
   - 4.5. Approve 2020-2021 Teacher Contracts

5. **Discussion Items**
   - 5.1. CBO discussion of WUESD 2020-2021 Budget – Kassidy Salters gave an overview of the 2020-21 WUESD Budget for the 2020-2021 School year.
   - 5.2. Share and review the WUESD 2020 Local Control and Accountability Plan Covid-19 Operations Written Report – This year in lieu of an LCAP, Superintendent/ Principal Cummings worked with our Leadership Team on a Covid-19 Operations report. During the process she put out a parent survey that gave the team valuable information from our families.

6. **Action Items**
   - 6.1. Approve WUESD 2020-2021 Budget - On a motion by Trustee Gaustad and second a by Trustee Carpine the Board voted to approve the WUESD 2020-2021 Budget. Motion carried unanimously.
   - 6.2. Approve WUESD 2020 Local Control and Accountability Plan Covid-19 Operations Written Report - On a motion by Trustee Moser and a second by Trustee Carpine the Board voted to approve the WUESD 2020 Local Control and Accountability Plan Covid-19 Operations Written Report. Motion carried unanimously.
   - 6.3. Approve MOU with Lassen Counseling service for the 2020-2021 School Year. - On a motion by Trustee Gaustad and a second by Trustee Carpine the Board voted to approve the MOU with Lassen Counseling service for the 2020-2021 School Year. Motion carried unanimously.
   - 6.4. Approve Resolution 19-20-13 Notice of Layoff: Classified Employees- Reduction in Force Due to Lack of Funds and/or Lack of Work – On a motion by Trustee Carpine and a second by Trustee Moser the motion failed to carry with a vote 4-1 vote.

6.5. Approve Resolution 19-20-14 Perform Interfund Operational Transfers from the General Fund. - On a motion by Trustee Gaustad and a second by Trustee Moser the Board voted to approve Resolution 19-20-14 Perform Interfund Operational Transfers from the General Fund. Motion carried unanimously.

7. **Board Comments** – On behalf of the Board, Debbie Goltz presented Kassidy Salters with flowers and thanked her for her hard work over the last two years and wished her well with her new job opportunity.

9. **Adjournment** - The meeting was adjourned at 7:20 PM.

Respectfully submitted,

Alisa Cummings
Superintendent and Secretary to the Board

Attest:

Deborah Goltz, Board President

Debbie Moser, Clerk

batch 2103

SISKIYOU COUNTY OFFICE OF EDUCATION
REQUEST FOR WARRANT PROCESSING

District # 34 District Name: WUESD

Fund #	Fund Name	District Total	Audited Total
01	General Fund	23,317.82	
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Fund		
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund (Other than Capital Outlay)	XXXXXXXX	XXXXXXXX
25	Capital Facilities Fund (Developer Fees)		
30	State School Building/Lease Purchase Fund		
40	Special Reserve Capital Outlay Projects		
71	Retiree Benefit Fund		
	Batch Total	23,317.82	

By order of the governing board, the Siskiyou County Office of Education is authorized to draw warrants to the claimants of said school district as per attached listing:

Trustee _____ Trustee _____

Trustee _____ Trustee _____

Trustee _____ Trustee _____

Trustee _____

District Superintendent/Administrator: _____ Date: 7/27/2020

Board Approval Date: _____ Mail: _____ Hold: _____

For Siskiyou County Office of Education Use Only

Audited By: _____ Audited Date: _____

File: Business Services; Forms; SCOE Forms; Business Department Forms: Request for Warrant Processing /jc 1.18.17

DISTRICT: 034 WEED UNION ELEMENTARY
BATCH: 2103 EOY PAYABLES
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD RESC Y OBJT GOAL FUNC SCH LOCAL	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
00580641	006840/	AMERIGAS				
		CL-200000		01-0000-0-5500-0000-8100-000-00000	665236790 AMERIGAS	768.21
				WARRANT TOTAL		$768.21
00580642	201025/	CHILDREN FIRST/LASSEN COUNSEL				
		CL-200013		01-0000-0-5800-1110-1000-000-00000	JUNE 2020	2,080.00
				WARRANT TOTAL		$2,080.00
00580643	176820/	CITY OF WEED				
		CL-200009		01-0000-0-5500-0000-8100-000-00000	12001305 WHITE AVE. JUNE	381.00
		CL-200010		01-0000-0-5500-0000-8100-000-00000	12001304 WHITE AVE. JUNE #2	1,154.63
				WARRANT TOTAL		$1,535.63
00580644	200825/	CR COMBUSTION INC.				
		CL-200014		01-8150-0-5600-0000-8100-000-00000	2018352 REPAIRS	7,798.38
				WARRANT TOTAL		$7,798.38
00580645	200522/	JOHN GAUSTAD				
		CL-200017		01-0000-0-9514-0000-0000-000-00000	4423585772 GAUSTAD INS. REIMB.	319.29
				WARRANT TOTAL		$319.29
00580646	200950/	KENNETH LEMOS				
		CL-200015		01-0000-0-5900-0000-2700-000-00000	436171176606 K LEMOS REIMB.	311.26
				WARRANT TOTAL		$311.26
00580647	200600/	LOZANO SMITH LLP				
		CL-200006		01-0000-0-5800-0000-7100-000-00000	2112349 LEGAL SERVICES	840.00
		CL-200007		01-0000-0-5800-0000-7100-000-00000	2111617 LEGAL SERVICES	100.00
				WARRANT TOTAL		$940.00
00580648	153880/	MT. SHASTA AREA NEWSPAPERS				
		CL-200012		01-0000-0-5800-0000-7200-000-00000	00030515 JOB RECRUITMENT	31.93
				WARRANT TOTAL		$31.93
00580649	123000/	PACIFIC POWER				
		CL-200011		01-0000-0-5500-0000-8100-000-00000	63854141-002-0 6/9 - 7/8 POWER	2,151.09

DISTRICT: 034 WEED UNION ELEMENTARY
BATCH: 2103 EOY PAYABLES
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DEPOSIT TYPE ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				WARRANT TOTAL		$2,151.09
00580650	109280/	RAY MORGAN CO INC				
		CL-200016		01-0000-0-5600-0000-2700-000-00000	2985487 INV. BALANCE	2.89
				WARRANT TOTAL		$2.89
00580651	149460/	SISKIYOU COUNTY OFFICE OF EDU				
		CL-200001		01-0000-0-5800-0000-7200-000-00000	201329 MAY ENVOY	4.00
				WARRANT TOTAL		$4.00
00580652	151430/	SKINNER'S TRUCK REPAIR				
		CL-200002		01-0230-0-5600-0000-3600-000-00000	54794 BUS MAINTENANCE	812.37
		CL-200003		01-0230-0-5600-0000-3600-000-00000	548864 BUS MAINTENANCE	732.15
		CL-200004		01-0230-0-5600-0000-3600-000-00000	53826 DOOR REPAIR	5,099.19
		CL-200005		01-0230-0-5600-0000-3600-000-00000	54911 BUS MAINTENANCE	627.65
				WARRANT TOTAL		$7,271.36
00580653	200977/	VERIZON				
		CL-200008		01-0000-0-5900-0000-2700-000-00000	9857293738 5/24 - 6/23	103.78
				WARRANT TOTAL		$103.78

*** FUND TOTALS ***	TOTAL NUMBER OF CHECKS:	13	TOTAL AMOUNT OF CHECKS:	$23,317.82*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	13	TOTAL AMOUNT:	$23,317.82*
*** BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	13	TOTAL AMOUNT OF CHECKS:	$23,317.82*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	13	TOTAL AMOUNT:	$23,317.82*
*** DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	13	TOTAL AMOUNT OF CHECKS:	$23,317.82*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	13	TOTAL AMOUNT:	$23,317.82*

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132 col landscape

EP NO	PO NO	REQ NO	VE NO/ADDR	VENDOR NAME	TAX ID NO	EP DATE	DATE PAID	STATUS
INV DATE	INV DESC							

1099	ENTERED	FD RESC Y OBJT GOAL FUNC SCH LOCAL	PAID	STATUS	PAYMENT	USE TAX AMT	UT UT OBJ DISC AMT	RATE DISC RT NET PAYMENT
200000	000000		006840/00	AMERIGAS		07/27/2020		F
07/27/2020	665236790 AMERIGAS			01-0000-0-5500-0000-8100-000-00000			N	
		N	07/27/2020	F	768.21	0.00	0.00	768.21
TOTAL AMOUNT:					768.21 *	0.00 *	0.00 *	768.21 *
200001	000000		149460/00	SISKIYOU COUNTY OFFICE OF EDU		07/27/2020		F
07/27/2020	201329 MAY ENVOY			01-0000-0-5800-0000-7200-000-00000			N	
		N	07/27/2020	F	4.00	0.00	0.00	4.00
TOTAL AMOUNT:					4.00 *	0.00 *	0.00 *	4.00 *
200002	000000		151430/00	SKINNER'S TRUCK REPAIR	942180501	07/27/2020		F
07/27/2020	54794 BUS MAINTENANCE			01-0230-0-5600-0000-3600-000-00000			N	
		N	07/27/2020	F	812.37	0.00	0.00	812.37
TOTAL AMOUNT:					812.37 *	0.00 *	0.00 *	812.37 *
200003	000000		151430/00	SKINNER'S TRUCK REPAIR	942180501	07/27/2020		F
07/27/2020	548864 BUS MAINTENANCE			01-0230-0-5600-0000-3600-000-00000			N	
		N	07/27/2020	F	732.15	0.00	0.00	732.15
TOTAL AMOUNT:					732.15 *	0.00 *	0.00 *	732.15 *
200004	000000		151430/00	SKINNER'S TRUCK REPAIR	942180501	07/27/2020		F
07/27/2020	53826 DOOR REPAIR			01-0230-0-5600-0000-3600-000-00000			N	
		N	07/27/2020	F	5,099.19	0.00	0.00	5,099.19
TOTAL AMOUNT:					5,099.19 *	0.00 *	0.00 *	5,099.19 *
200005	000000		151430/00	SKINNER'S TRUCK REPAIR	942180501	07/27/2020		F
07/27/2020	54911 BUS MAINTENANCE			01-0230-0-5600-0000-3600-000-00000			N	
		N	07/27/2020	F	627.65	0.00	0.00	627.65
TOTAL AMOUNT:					627.65 *	0.00 *	0.00 *	627.65 *
200006	000000		200600/00	LOZANO SMITH LLP	800874383	07/27/2020		F
07/27/2020	2112349 LEGAL SERVICES			01-0000-0-5800-0000-7100-000-00000			N	
		Y	07/27/2020	F	840.00	0.00	0.00	840.00
TOTAL AMOUNT:					840.00 *	0.00 *	0.00 *	840.00 *

EP NO / INV DATE	PO NO / INV DESC	REQ NO / 1099	VE NO/ADDR / ENTERED	VENDOR NAME / FD RESC Y OBJT GOAL FUNC SCH LOCAL / PAID	TAX ID NO / STATUS	EP DATE / PAYMENT	DATE PAID / USE TAX AMT	STATUS / UT UT OBJ / DISC AMT	RATE DISC RT / NET PAYMENT
200007	000000		200600/00	LOZANO SMITH LLP	800874383	07/27/2020		F	
07/27/2020	2111617 LEGAL SERVICES			01-0000-0-5800-0000-7100-000-00000				N	
			Y 07/27/2020	F	100.00	0.00	0.00		100.00
TOTAL AMOUNT:					100.00 *	0.00 *	0.00 *		100.00 *
200008	000000		200977/00	VERIZON		07/27/2020		F	
07/27/2020	9857293738 5/24 - 6/23			01-0000-0-5900-0000-2700-000-00000				N	
			N 07/27/2020	F	103.78	0.00	0.00		103.78
TOTAL AMOUNT:					103.78 *	0.00 *	0.00 *		103.78 *
200009	000000		176820/00	CITY OF WEED		07/27/2020		F	
07/27/2020	12001305 WHITE AVE. JUNE			01-0000-0-5500-0000-8100-000-00000				N	
			N 07/27/2020	F	381.00	0.00	0.00		381.00
TOTAL AMOUNT:					381.00 *	0.00 *	0.00 *		381.00 *
200010	000000		176820/00	CITY OF WEED		07/27/2020		F	
07/27/2020	12001304 WHITE AVE. JUNE #2			01-0000-0-5500-0000-8100-000-00000				N	
			N 07/27/2020	F	1,154.63	0.00	0.00		1,154.63
TOTAL AMOUNT:					1,154.63 *	0.00 *	0.00 *		1,154.63 *
200011	000000		123000/00	PACIFIC POWER		07/27/2020		F	
07/27/2020	63854141-002-0 6/9 - 7/8 POWER			01-0000-0-5500-0000-8100-000-00000				N	
			N 07/27/2020	F	2,151.09	0.00	0.00		2,151.09
TOTAL AMOUNT:					2,151.09 *	0.00 *	0.00 *		2,151.09 *
200012	000000		153880/00	MT. SHASTA AREA NEWSPAPERS	942501196	07/27/2020		F	
07/27/2020	00030515 JOB RECRUITMENT			01-0000-0-5800-0000-7200-000-00000				N	
			N 07/27/2020	F	31.93	0.00	0.00		31.93
TOTAL AMOUNT:					31.93 *	0.00 *	0.00 *		31.93 *
200013	000000		201025/00	CHILDREN FIRST/LASSEN COUNSEL		07/27/2020		F	
07/27/2020	JUNE 2020			01-0000-0-5800-1110-1000-000-00000				N	
			N 07/27/2020	F	2,080.00	0.00	0.00		2,080.00
TOTAL AMOUNT:					2,080.00 *	0.00 *	0.00 *		2,080.00 *

EP NO / INV DATE	PO NO / INV DESC	REQ NO	VE NO/ADDR / 1099	VENDOR NAME / ENTERED	TAX ID NO / PAID	EP DATE / STATUS	DATE PAID / FD RESC Y OBJT GOAL FUNC SCH LOCAL	UT UT OBJ	PAYMENT	USE TAX AMT	DISC AMT	RATE DISC RT / NET PAYMENT
200014	000000		200825/00	CR COMBUSTION INC.	271685841	07/27/2020					F	
07/27/2020	2018352 REPAIRS				01-8150-0-5600-0000-8100-000-00000						N	
			N	07/27/2020	F				7,798.38	0.00	0.00	7,798.38
TOTAL AMOUNT:									7,798.38 *	0.00 *	0.00 *	7,798.38 *
200015	000000		200950/00	LEMOS, KENNETH		07/27/2020					F	
07/27/2020	436171176606 K LEMOS REIMB.				01-0000-0-5900-0000-2700-000-00000						N	
			N	07/27/2020	F				311.26	0.00	0.00	311.26
TOTAL AMOUNT:									311.26 *	0.00 *	0.00 *	311.26 *
200016	000000		109280/00	RAY MORGAN CO INC	941461160	07/27/2020					F	
07/27/2020	2985487 INV. BALANCE				01-0000-0-5600-0000-2700-000-00000						N	
			N	07/27/2020	F				2.89	0.00	0.00	2.89
TOTAL AMOUNT:									2.89 *	0.00 *	0.00 *	2.89 *
200017	000000		200522/00	GAUSTAD, JOHN		07/27/2020					F	
07/27/2020	4423585772 GAUSTAD INS. REIMB.				01-0000-0-9514-0000-0000-000-00000						N	
			N	07/27/2020	F				319.29	0.00	0.00	319.29
TOTAL AMOUNT:									319.29 *	0.00 *	0.00 *	319.29 *
TOTAL FOR 07/27/2020									23,317.82 **	0.00 **	0.00 **	23,317.82 **
BATCH NO. TOTAL									23,317.82 ***	0.00 ***	0.00 ***	23,317.82 ***
GRAND TOTAL									23,317.82 ***	0.00 ***	0.00 ****	23,317.82 ***

PAYABLES TRANSACTIONS
EP#: 200000 - 200017
PO#: 000000 - 999999

EP NO	PO NO	REQ NO	VE NO/ADDR	VENDOR NAME	TAX ID NO
	FD RESC Y OBJT GOAL FUNC SCH LOCAL				AMOUNT
200000	000000		006840/00	AMERIGAS	
	01-0000-0-5500-0000-8100-000-00000				768.21
200001	000000		149460/00	SISKIYOU COUNTY OFFICE OF EDU	
	01-0000-0-5800-0000-7200-000-00000				4.00
200002	000000		151430/00	SKINNER'S TRUCK REPAIR	942180501
	01-0230-0-5600-0000-3600-000-00000				812.37
200003	000000		151430/00	SKINNER'S TRUCK REPAIR	942180501
	01-0230-0-5600-0000-3600-000-00000				732.15
200004	000000		151430/00	SKINNER'S TRUCK REPAIR	942180501
	01-0230-0-5600-0000-3600-000-00000				5,099.19
200005	000000		151430/00	SKINNER'S TRUCK REPAIR	942180501
	01-0230-0-5600-0000-3600-000-00000				627.65
200006	000000		200600/00	LOZANO SMITH LLP	800874383
	01-0000-0-5800-0000-7100-000-00000				840.00
200007	000000		200600/00	LOZANO SMITH LLP	800874383
	01-0000-0-5800-0000-7100-000-00000				100.00
200008	000000		200977/00	VERIZON	
	01-0000-0-5900-0000-2700-000-00000				103.78
200009	000000		176820/00	CITY OF WEED	
	01-0000-0-5500-0000-8100-000-00000				381.00
200010	000000		176820/00	CITY OF WEED	
	01-0000-0-5500-0000-8100-000-00000				1,154.63
200011	000000		123000/00	PACIFIC POWER	
	01-0000-0-5500-0000-8100-000-00000				2,151.09
200012	000000		153880/00	MT. SHASTA AREA NEWSPAPERS	942501196
	01-0000-0-5800-0000-7200-000-00000				31.93
200013	000000		201025/00	CHILDREN FIRST/LASSEN COUNSEL	
	01-0000-0-5800-1110-1000-000-00000				2,080.00
200014	000000		200825/00	CR COMBUSTION INC.	271685841
	01-8150-0-5600-0000-8100-000-00000				7,798.38
200015	000000		200950/00	LEMOS, KENNETH	
	01-0000-0-5900-0000-2700-000-00000				311.26

034 WEED UNION ELEMENTARY
2020 EOY PAYABLES

PAYABLES TRANSACTIONS
EP#: 200000 - 200017
PO#: 000000 - 999999

EP NO	PO NO / REQ NO	VE NO/ADDR / VENDOR NAME	TAX ID NO / AMOUNT
	FD RESC Y OBJT GOAL FUNC SCH LOCAL		
200016	000000 / 109280/00	RAY MORGAN CO INC	941461160
	01-0000-0-5600-0000-2700-000-00000		2.89
200017	000000 / 200522/00	GAUSTAD, JOHN	
	01-0000-0-9514-0000-0000-000-00000		319.29
	GRAND TOTAL		23,317.82 ****

Personnel Action Report

August 13, 2020

Employment (Classified, Management/Confidential)
Stephanie Aquila - Business Official
Employment (Certificated)
Resignations/Retirements/Layoffs (Certificated)
Resignations/Retirements/Layoffs (Classified, Management/Confidential)
Suzie Formhals - Aide
Extra Duty Assignments – Stipend Positions

Board Approved:

WEED UNION ELEMENTARY SCHOOL DISTRICT

Superintendent/Principal
Jon Ray

575 White Avenue
Weed, CA 96094
Phone: 530-938-2715
Fax: 530-938-2973
www.weedelementaryschool.com
District Office Phone 530-938-6103

Board Members
Michael Carpine
John Gaustad
Deborah Goltz
Garret Greene
Debbie Moser

Date: July 1, 2020 **School Year:** 2020-2021

Employee: Aquila, Stephanie

Position: Business Official **Daily Hours:** 8

Employee Classification: ☒ At-Will ☐ Permanent ☒ Full-Time ☐ Part-Time

You are hereby notified of your employment with the Weed Union Elementary School District.

10 and 11 Month Employees

School Days	Extra Day	Holidays	Days of Vacation Pay	Total Paid Days

12 Month/Confidential-Management Employees

Work Days	Holidays	Annual Vacation Days	Total Paid Days
215	11	10	236

Pay Information

Longevity Years	Salary Step	Annual Base Amount	Hourly Rate
		$58,000	$32.08

This notification is in compliance with Education Code Section 45169 and is not a contract.

Please sign, date, and **return** to the District Office **immediately**.

Jon Ray

Jon, Ray Principal/Superintendent **Date** 7/14/2020

Stephanie Aquila

Employee **Date** 7/14/2020

Suzy Formhals

(856) 206-2505
SEFormhals@gmail.com

Dear Principal Ray,

Hello, this letter is to inform you that I will be moving out of state. Therefore this is my letter of resignation. I'm resigning my position as resource aid. I am very grateful for my time at Weed Elementary School. I will miss the students and staff very much. I wish you the best of luck in your new role as principal and superintendent.

Sincerely,

Suzy Formhals

Siskiyou County Office of Education

609 S. Gold Street · Yreka CA 96097 · 530-842-8400 · fax 530-842-8436 · www.siskiyoucoe.net

Kermith R. Walters
Superintendent of Schools

Board of Education

John Bennett
Sherry Crawford
Brenda Duchi
William Enos
Brandon Fawaz
Len Foreman
Michelle O'Gorman

July 6, 2020

To: Co-op Superintendents

From: Leeanna Rizzo, Director
State and Federal Programs

Subject: **2020-21 Consolidated Application (T-1)**

The 2019-20 end-of-year reporting and 2020-21 Consolidated Application for funding data collections are open. In preparation for completing the Consolidated Application, I need to gather some information for the attached pages to enable me to certify the application by August 15, 2020.

Action Item: August Board agenda item - Approve the 2020-21 Consolidated Application.

Action: Please see the attached pages with **highlighted areas**, provide the requested information and return the completed pages by email or fax on or **before Monday, July 20, 2020.**

Page 1-2: *2020-21 Consolidated Application for Funding*
Page 3: *Consolidated Application Certification Statement*
Page 4: *2020-21 Protected Prayer Policy.* This is the certification for your district.
Page 5-6: *2020-21 Homeless Education Policy.* Provide date of LEA board approved Homeless Education Policy (BP 6173)
Page 7: *2020-21 Substitute System for Time Accounting.* This certification may be used by auditors and by CDE oversight personnel when conducting audits of the time-and-effort system.

To enable me to certify and submit the 2020-21 Consolidated Application, **please provide information for the highlighted areas of the attached pages on or before July 20, 2020**. I will make every effort to have a completed hard copy to you prior to your August board meeting, however you can use copies of the attached Consolidated Application pages for Board documentation, if necessary.

Thank you for your work on these tasks. If you have any questions or need assistance, please contact me at 842-8415, or by e-mail at lrizzo@siskiyoucoe.net

cc: Kermith Walters
Allan Carver

Attachments
LR

2020-21 Application for Funding

Required fields are denoted with an asterisk (*).

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board: (ex. 06/30/2019)

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, **if your district has more than 50 English learners** the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name
DELAC review date:
Meeting minutes web address: Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee
DELAC comment:

If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant): ESEA Sec. 1111 et seq. SACS 3010	○No ◉Yes
Title II Part A (Teacher Quality): ESEA Sec. 2101 SACS 4035	○No ◉Yes
Title III Part A Immigrant: ESEA Sec. 3102 SACS 4201	◉No ○Yes (Check if you want to apply) Must complete a Title III plan
Title III Part A LEP: ESEA Sec. 3102 SACS 4203	◉No ○Yes (Check if you want to apply) Must complete a Title III plan

Title IV, Part A (Student Support): ESSA Sec. 1112(b) SACS 4127	○No ⊙Yes
Title V, Part B Subpart 2 Rural and Low Income School Grant: ESSA Sec. 5221 SACS 4126	○No ⊙Yes

Authorized Signature_____

Authorized Representative Signature Date:_____

Consolidated Application Certification Statement 2020-21

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Signature: Date:

Authorized Representative's Full Name (Printed):

Authorized Representative's Title:

Protected Prayer Certification Statement 2020-21

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement:

_____No _____Yes

_____

Authorized Representative's Signature:

_____

Authorized Representative Full Name:

_____

Authorized Representative Title:

_____

Date: (ex. 04/30/2012)

Comment:
If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)

2020-21 Homeless Education Policy, Requirements and Implementation (Board Policy 6173)

Homeless Education Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
b) Includes a dispute resolution process
c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

* Homeless liaison first name:
* Homeless liaison last name:
* Homeless liaison title:
* Homeless liaison e-mail address: (format: abc@xyz.zyx)
* Homeless liaison telephone number: (format: 999-999-9999)
*Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education: (Format: 0.00)

Homeless Liaison Training Information

*Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years: _____No _____Yes

Has the homeless liaison provided training to the following personnel:

Principals and other school leaders: _____No _____Yes

Attendance officers and registrars: _____No _____Yes

Teachers and instructional assistants: _____No _____Yes

School counselors: _____No _____Yes

Homeless Education Policy and Requirements

* Does the LEA have a written homeless education policy: _____No _____Yes

No policy comment:
Provide an explanation why the LEA does not have a homeless education policy.
(Maximum 500 characters)

* Date LEA's board approved the homeless education policy: _____

* Does the LEA meet the above federal requirements: _____No _____Yes

Compliance comment:
Provide an explanation why the LEA does not comply with federal requirements.
(Maximum 500 characters)

Authorized Signature_____

Substitute System for Time Accounting 2020-21

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

Required fields are denoted with an asterisk (*).

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at http://www.cde.ca.gov/fg/ac/sa/.

* 2020-21 Request for authorization: ____ No ____Yes

LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system:
(Maximum 500 characters)

(If you checked "yes" above.)

WEED UNION ELEMENTARY SCHOOL DISTRICT

Siskiyou Afterschool For Everyone

Early Release Policy
2020-2021

Every after school program must operate for a minimum of 15 hours a week and at least until 6:00 p.m. on every day school is in session. It is the intent of the legislation governing the ASES programs [EC Section 8483 (a)(1)] that students participate in the full after school program except when released early in accordance with an early release policy established by each site.

The SAFE After School Program allows for the early release of students as determined by the registration form that has been completed by each parent or guardian. A parent or guardian has the following options to designate how his/her child may be released from the SAFE program early in his/her absence:

- The child may sign out him/herself,
- A sibling may sign out the child,
- Site staff may sign out the child, or
- Another adult (other than the parent who completes the registration form) may sign out the child.

If the need arises to change eligible signers, a new registration form must be completed and on file before the student will be released to a new signer.

Weed Elementary School allows for the early release of students from the program under the following circumstances:

- Medical appointments
- Parent or Guardian Pickup
- Walkers and Bike Riders
- Special Campus Events
- Site Closure/Weather/Disaster
- Last Available Bus

_____ Date_____
Deborah Goltz, Board President

_____ Date_____
Debbie Moser, Board Clerk

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: **Weed Union Elementary School District**

Person completing this form: **Darcy Lee** Title: **Administrative Assistant**

Quarterly Report Submission Date:

(*check one*)

- ☐ October 2019
- ☐ January 2020
- ☐ April 2020
- ☒ July 2020

Date for information to be reported publicly at governing board meeting: **August 13, 2020**

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	**0**		
Teacher Vacancy or Misassignment	**0**		
Facilities Conditions	**0**		
TOTALS	**0**		

_____

Print Name of District Superintendent

_____

Signature of District Superintendent

_____

Date

COMPETENCE IN EVALUATION OF TEACHERS

Administrators who evaluate teachers must meet the following criteria:

1. Possess a valid administrative credential.

2. Be competent in instruction methodologies used by teachers they are assigned to evaluate.

3. Be familiar with district policies and procedures for personnel supervision, performance evaluation and staff development.

4. Be skilled in the supervision of instruction and techniques and procedures related to the evaluation of instruction.

5. Understand district curriculum priorities, policies and practices, including their development, implementation and evaluation.

6. Understand district standards on student progress.

Administrators who evaluate teachers shall participate in a minimum of one inservice per year in clinical supervision and/or other approved instructional and evaluational techniques.

In order to determine that individual administrations meet the above criteria, the Superintendent or designee shall observe the administrator while he/she is conducting an evaluation and assess the administrator's competencies in each area listed above.

The Superintendent or designee shall discuss his/her observations and assessment with the administrator being evaluated and may develop and implement a professional improvement program to enhance the administrator's competence in one or more areas.

WEED UNION ELEMENTARY SCHOOL DISTRICT
RESOLUTION NO. 20-21-01

RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONEYS

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Weed Union Elementary School District, in accordance with the provisions of Education Code Section 42603 adopts the following authorization for fiscal year 2020-2021 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or his/her designee:

General Fund – 01; Food Service – Fund 13; Deferred Maintenance – Fund 14; Post Employment Benefits – Fund 20; and/or Developer Fees – Fund 25.

PASSED AND ADOPTED by the Governing Board on August 13, 2020, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA
COUNTY OF SISKIYOU

I, Debbie Moser, Clerk of the governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this 13th day of August, 2020.

_____
Clerk of the Governing Board

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-21

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Weed Union Elementary School District CDS Code: 70482

Name of County: Siskiyou County CDS Code: 47

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08/13/20 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

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

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

Jon Ray		Superintendent
Name	*Signature*	*Title*
530-938-2973	530-938-2715	08/13/2020
Fax Number	*Telephone Number*	*Date*

575 White Avenue Weed, CA 96094
Mailing Address

jray@weedelem.k12.ca.us
EMail Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

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

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	2
Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization: _____	
Resource Specialist	
Teacher Librarian Services	

LIMITED ASSIGNMENT PERMITS

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

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	
Special Education	
TOTAL	1

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ☑

If no, explain. _____

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

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

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

_____

_____

_____

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

_____

_____

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

Discussion Item #7.1. Update on Opening of School Plan

Enclosure: COVID-19 and Reopening In-Person Learning

State of California—Health and Human Services Agency
California Department of Public Health

SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

GAVIN NEWSOM
Governor

COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year

July 17, 2020

Overview

California schools have been closed for in-person instruction since mid-March 2020 due to the COVID-19 pandemic. School closures to in-person instruction were part of a broader set of recommendations intended to reduce transmission of SARS-CoV-2, the virus that causes COVID-19. CDPH developed the following framework to support school communities as they decide when and how to implement in-person instruction for the 2020-2021 school year. New evidence and data about COVID-19 transmission, including variations by age, and the effectiveness of disease control and mitigation strategies continues to emerge regularly. Recommendations regarding in-person school reopening and closure should be based on the available evidence as well state and local disease trends.

The CA School Sector Specific Guidelines, and the Centers for Disease Control and Prevention CDC have published additional guidance on school re-entry.

In-Person Re-Opening Criteria

Schools and school districts may reopen for in-person instruction at any time if they are located in a local health jurisdiction (LHJ) that has not been on the county[1] monitoring list within the prior 14 days.

If the LHJ has been on the monitoring list within the last 14 days, the school must conduct distance learning only, until their LHJ has been off the monitoring list for at least 14 days.[2]

[1] School districts in LHJs that are cities are considered to be included as part of the county if the county is on the monitoring list.
[2] A waiver of this criteria may be granted by the local health officer for elementary schools to open for in-person instruction. A waiver may only be granted if one is requested by the superintendent (or equivalent for charter or private schools), in consultation with labor, parent and community organizations. Local health officers must review local community epidemiological data, consider other public health interventions, and consult with CDPH when considering a waiver request.

State of California—Health and Human Services Agency
California Department of Public Health

SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

GAVIN NEWSOM
Governor

Guidance Once Re-Opened to In-Person Instruction

How should schools think about testing?

Once schools are re-opened to at least some in-person instruction, it is recommended that surveillance testing be implemented based on the local disease trends. If epidemiological data indicates concern for increasing community transmission, schools should increase testing of staff to detect potential cases as lab testing capacity allows.

Who should be tested and how often?

School staff are essential workers, and staff includes teachers, para-professionals, cafeteria workers, janitors, bus drivers, or any other school employee that may have contact with students or other staff. School districts and schools shall test staff periodically, as testing capacity permits and as practicable. Examples of recommended frequency include testing all staff over 2 months, where 25% of staff are tested every 2 weeks, or 50% every month to rotate testing of all staff over time.

What if a school or school district reopens to in-person instruction, but the county is later placed on the county monitoring list?

Schools should begin testing staff, or increase frequency of staff testing but are not required to close.

State of California—Health and Human Services Agency
California Department of Public Health

SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

GAVIN NEWSOM
Governor

What measures should be taken when a student, teacher or staff member has symptoms, is a contact of someone infected, or is diagnosed with COVID-19?

	Student or Staff with:	**Action**	**Communication**
1.	COVID-19 Symptoms (e.g., fever, cough, loss of taste or smell, difficulty breathing) Symptom Screening: Per CA School Sector Specific Guidelines	• Send home • Recommend testing (If positive, see #3, if negative, see #4) • School/classroom remain open	• No Action needed
2.	Close contact **(†)** with a confirmed COVID-19 case	• Send home • Quarantine for 14 days from last exposure • Recommend testing (but will not shorten 14-day quarantine) • School/classroom remain open	• Consider school community notification of a known contact
3.	Confirmed COVID-19 case infection	• Notify the local public health department • Isolate case and exclude from school for 10 days from symptom onset or test date • Identify contacts **(†)**, quarantine & exclude exposed contacts (likely entire cohort **(††)**) for 14 days after the last date the case was present at school while infectious • Recommend testing of contacts, prioritize symptomatic contacts (but will not shorten 14-day quarantine) • Disinfection and cleaning of classroom and primary spaces where case spent significant time • School remains open	• School community notification of a known case
4.	Tests negative after symptoms	• May return to school 3 days after symptoms resolve • School/classroom remain open	• Consider school community notification if prior awareness of testing

(†) A contact is defined as a person who is <6 feet from a case for >15 minutes. In some school situations, it may be difficult to determine whether individuals have met this criterion and an entire cohort, classroom, or other group may need to be considered exposed, particularly if people have spent time together indoors.
(††) A cohort is a stable group with fixed membership that stays together for all courses and activities (e.g., lunch, recess, etc.) and avoids contact with other persons or cohorts.

Guidance on School Closure

What are the criteria for closing a school?

Individual school closure is recommended based on the number of cases, the percentage of the teacher/students/staff that are positive for COVID-19, and following consultation with the Local Health Officer. Individual school closure may be appropriate when there are multiple cases in multiple cohorts at a school or when at least 5 percent of the total number of teachers/student/staff are cases within a 14-day period, depending on the size and physical layout of the school.

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.

If a school is closed for in-person learning, when may it reopen?

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

What are the criteria for closing a school district?

CDPH California Department Of PublicHealth

STATE OF CALIFORNIA CAL OSHA DEPARTMENT OF INDUSTRIAL RELATIONS

COVID-19 INDUSTRY GUIDANCE:

Schools and School-Based Programs

Updated: **August 3, 2020**

All guidance should be implemented only with local health officer approval following their review of local epidemiological data including cases per 100,000 population, rate of test positivity, and local preparedness to support a health care surge, vulnerable populations, contact tracing, and testing.

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OVERVIEW

Communities across the state are preparing for the forthcoming school year. To assist with that planning process, the following guidelines and considerations are intended to help school and community leaders plan and prepare to resume in-person instruction.

This guidance is interim and subject to updates. These guidelines and considerations are based on the best available public health data at this time, international best practices currently employed, and the practical realities of managing school operations; as new data and practices emerge. Additionally, the guidelines and considerations do not reflect the full scope of issues that school communities will need to address, which range from day-to-day site-based logistics to the social and emotional well-being of students and staff.

California public schools (traditional and charter), private schools (including nonpublic nonsectarian schools), school districts, and county offices of education, herein referred to as schools, will determine the most appropriate instructional model, taking into account the needs of their students and staff, and their available infrastructure. This guidance is not intended to prevent a school from adopting a distance learning, hybrid, or mixed-delivery instructional model to ensure safety. Schools are not required to seek out or receive approval from a state or local public health officer prior to adopting a distance-learning model.

Implementation of this guidance will depend on local public health conditions, including those listed here. Communities meeting those criteria, such as lower incidence of COVID-19 and adequate preparedness, may implement the guidance described below as part of a phased reopening. All decisions about following this guidance should be made in collaboration with local health officials and other authorities.

Implementation of this guidance should be tailored for each setting, including adequate consideration of instructional programs operating at each school site and the needs of students and families. School leaders should engage relevant stakeholders—including families, staff and labor partners in the school community—to formulate and implement plans that consider the following:

- **Student, Family and Staff Population:** Who are the student, family and staff populations who will be impacted by or can serve as partners in implementing any of the following measures?
- **Ability to Implement or Adhere to Measures:** Do staff, students and families have the tools, information, resources and ability to successfully adhere to or implement the new measures?
- **Negative or Unintended Consequences:** Are there any negative or unintended consequences to staff, students or families of implementing the measures and how can those consequences be mitigated?

This guidance is not intended to revoke or repeal any worker rights, either statutory, regulatory or collectively bargained, and is not exhaustive, as it does not include county health orders, nor is it a substitute for any existing safety and health-related regulatory requirements such as those of Cal/OSHA. Stay current on changes to public health guidance and state/local orders, as the COVID-19 situation continues.

1. General Measures

- Establish and continue communication with local and State authorities to determine current disease levels and control measures in your community. For example:
    - Review and refer to, if applicable, the relevant county variance documentation. Documentation can be found here.
    - Consult with your county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions. A directory can be found here.
    - Collaborate with other schools and school partners in your region, including the county office of education.
    - Regularly review updated guidance from state agencies, including the California Department of Public Health and California Department of Education.
- Establish a written, worksite-specific COVID-19 prevention plan at every facility, perform a comprehensive risk assessment of all work areas and work tasks, and designate a person at each school to implement the plan.
    - Identify contact information for the local health department where the school is located for communicating information about COVID-19 outbreaks among students or staff.
    - Incorporate the CDPH Guidance for the Use of Face Coverings, into the School Site Specific Plan that includes a policy for handling exemptions.
    - Train and communicate with workers and worker representatives on the plan. Make the written plan available and accessible to workers and worker representatives.
    - Regularly evaluate the workplace for compliance with the plan and document and correct deficiencies identified.
    - Investigate any COVID-19 illness and determine if any work-related factors could have contributed to risk of infection. Update the plan as needed to prevent further cases.
    - Implement the necessary processes and protocols when a workplace has an outbreak, in accordance with CDPH guidelines.
    - Identify individuals who have been in close contact (within six feet for 15 minutes or more) of an infected person and take steps to isolate

COVID-19 positive person(s) and close contacts. See Section 10 for more detail.

- Adhere to these guidelines. Failure to do so could result in workplace illnesses that may cause classrooms or the entire school to be temporarily closed or limited.

- Evaluate whether and to what extent external community organizations can safely utilize the site and campus resources. Ensure external community organizations that use the facilities also follow this guidance.

- Develop a plan for the possibility of repeated closures of classes, groups or entire facilities when persons associated with the facility or in the community become ill with COVID-19. *See* Section 10 below.

- Develop a plan to further support students with access and functional needs who may be at increased risk of becoming infected or having unrecognized illness due to COVID-19. For example, review existing student health plans to identify students who may need additional accommodations, develop a process for engaging families for potentially unknown concerns that may need to be accommodated or identify additional preparations for classroom and non-classroom environments as needed. Groups who might be at increased risk of becoming infected or having unrecognized illness include the following:

  - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;

  - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and

  - Individuals who may not be able to communicate symptoms of illness.

- Schools should review the CDPH Guidance for the Use of Face Coverings and any applicable local health department guidance and incorporate face-covering use for students and workers into their COVID-19 prevention plan. Some flexibility may be needed for younger children consistent with child development recommendations. See Section 3 for more information.

2. Promote Healthy Hygiene Practices

- Teach and reinforce washing hands, avoiding contact with one's eyes, nose, and mouth, and covering coughs and sneezes among students and staff.
    - Teach students and remind staff to use tissue to wipe their nose and to cough/sneeze inside a tissue or their elbow.
    - Students and staff should wash their hands frequently throughout the day, including before and after eating; after coughing or sneezing; after classes where they handle shared items, such as outside recreation, art, or shop; and before and after using the restroom.
    - Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
    - Staff should model and practice handwashing. For example, for lower grade levels, use bathroom time as an opportunity to reinforce healthy habits and monitor proper handwashing.
    - Students and staff should use fragrance-free hand sanitizer when handwashing is not practicable. Sanitizer must be rubbed into hands until completely dry. Note: frequent handwashing is more effective than the use of hand sanitizers.
    - Ethyl alcohol-based hand sanitizers are preferred and should be used when there is the potential of unsupervised use by children.
        - Isopropyl hand sanitizers are more toxic when ingested or absorbed in skin.
        - Do not use hand sanitizers that may contain methanol which can be hazardous when ingested or absorbed.
    - Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- Consider portable handwashing stations throughout a site and near classrooms to minimize movement and congregations in bathrooms to the extent practicable.
- Develop routines enabling students and staff to regularly wash their hands at staggered intervals.
- Ensure adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trashcans, face coverings, and hand sanitizers with at least 60 percent ethyl alcohol for staff and children who can safely use hand sanitizer.

- Information contained in the CDPH Guidance for the Use of Face Coverings should be provided to staff and families, which discusses the circumstances in which face coverings must be worn and the exemptions, as well as any policies, work rules, and practices the employer has adopted to ensure the use of face coverings.
- Employers must provide and ensure staff use face coverings in accordance with CDPH guidelines and all required protective equipment.
- The California Governor's Office of Emergency Services (CalOES) and the Department of Public Health (CDPH) are and will be working to support procurement and distribution of face coverings and personal protective equipment. Additional information can be found here.
- Strongly recommend that all students and staff be immunized each autumn against influenza unless contraindicated by personal medical conditions, to help:
    - Protect the school community
    - Reduce demands on health care facilities
    - Decrease illnesses that cannot be readily distinguished from COVID-19 and would therefore trigger extensive measures from the school and public health authorities.
- Nothing in this guidance should be interpreted as restricting access to appropriate educational services.

3. Face Coverings

Face coverings must be used in accordance with CDPH guidelines unless a person is exempt as explained in the guidelines, particularly in indoor environments, on school buses, and areas where physical distancing alone is not sufficient to prevent disease transmission.

- Teach and reinforce use of face coverings, or in limited instances, face shields.
- Students and staff should be frequently reminded not to touch the face covering and to wash their hands frequently.
- Information should be provided to all staff and families in the school community on proper use, removal, and washing of cloth face coverings.
- Training should also include policies on how people who are exempted from wearing a face covering will be addressed.

STUDENTS

Age	Face Covering Requirement
Under 2 years old	**No**
2 years old – 2nd grade	**Strongly encouraged****
3rd grade – High School	**Yes, unless exempt**

**Face coverings are strongly encouraged for young children between two years old and second grade, if they can be worn properly. A face shield is an acceptable alternative for children in this cohort who cannot wear them properly.

- Persons younger than two years old, anyone who has trouble breathing, anyone who is unconscious or incapacitated, and anyone who is otherwise unable to remove the face covering without assistance are exempt from wearing a face covering.
- A cloth face covering or face shield should be removed for meals, snacks, naptime, or outdoor recreation, or when it needs to be replaced. When a cloth face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.
- In order to comply with this guidance, schools 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. Schools should develop protocols to provide a face covering to students who inadvertently fail to bring a face covering to school to prevent unnecessary exclusions. Schools should offer alternative educational opportunities for students who are excluded from campus.

STAFF

- All staff must use face coverings in accordance with CDPH guidelines unless Cal/OSHA standards require respiratory protection.
- In limited situations where a face coverings cannot be used for pedagogical or developmental reasons, (i.e. communicating or assisting young children or those with special needs) a face shield can be used instead of a cloth face covering while in the classroom as long as the wearer maintains physical distance from others, to the extent practicable. Staff must return to wearing a face covering outside of the classroom.

- Workers or other persons handling or serving food must use gloves in addition to face coverings. Employers should consider where disposable glove use may be helpful to supplement frequent handwashing or use of hand sanitizer; examples are for workers who are screening others for symptoms or handling commonly touched items.

4. Ensure Teacher and Staff Safety

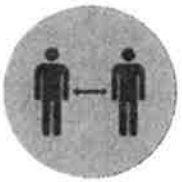
- Ensuring staff maintain physical distancing from each other is critical to reducing transmission between adults.
- Ensure that all staff use face coverings in accordance with CDPH guidelines and Cal/OSHA standards.
- Support staff who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk, by providing options such as telework, where appropriate, or teaching in a virtual learning or independent study context.
- Conduct all staff meetings, professional development training and education, and other activities involving staff with physical distancing measures in place, or virtually, where physical distancing is a challenge.
- Minimize the use of and congregation of adults in staff rooms, break rooms, and other settings.
- Implement procedures for daily symptom monitoring for staff.

5. Intensify Cleaning, Disinfection, and Ventilation

- Consider suspending or modifying use of site resources that necessitate sharing or touching items. For example, consider suspending use of drinking fountains and instead encourage the use of reusable water bottles.
- Staff should clean and disinfect frequently-touched surfaces at school and on school buses at least daily and, as practicable, these surfaces should be cleaned and disinfected frequently throughout the day by trained custodial staff.
- Buses should be thoroughly cleaned and disinfected daily and after transporting any individual who is exhibiting symptoms of COVID-19. Drivers should be provided disinfectant wipes and disposable gloves to support disinfection of frequently touched surfaces during the day.

- Frequently touched surfaces in the school include, but are not limited to:
  - Door handles
  - Light switches
  - Sink handles
  - Bathroom surfaces
  - Tables
  - Student Desks
  - Chairs
- Limit use and sharing of objects and equipment, such as toys, games, art supplies and playground equipment to the extent practicable. When shared use is allowed, clean and disinfect between uses.
- When choosing disinfecting products, use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)-approved list "N" and follow product instructions.
  - To reduce the risk of asthma and other health effects related to disinfecting, programs should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
  - Avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
  - Follow label directions for appropriate dilution rates and contact times. Provide workers training on the chemical hazards, manufacturer's directions, Cal/OSHA requirements for safe use, and as applicable and as required by the Healthy Schools Act.
  - Custodial staff and any other workers who clean and disinfect the school site must be equipped with proper protective equipment, including gloves, eye protection, respiratory protection, and other appropriate protective equipment as required by the product instructions. All products must be kept out of children's reach and stored in a space with restricted access.
  - Establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.
- Ensure safe and correct application of disinfectant and keep products away from students.

- Ensure proper ventilation during cleaning and disinfecting. Introduce fresh outdoor air as much as possible, for example, by opening windows where practicable. When cleaning, air out the space before children arrive; plan to do thorough cleaning when children are not present. If using air conditioning, use the setting that brings in outside air. Replace and check air filters and filtration systems to ensure optimal air quality.
    - If opening windows poses a safety or health risk (e.g., by allowing pollen in or exacerbating asthma symptoms) to persons using the facility, consider alternatives. For example, maximize central air filtration for HVAC systems (targeted filter rating of at least MERV 13).
- Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in classrooms, offices and other spaces.
- Take steps to ensure that all water systems and features (for example, drinking fountains and decorative fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.



6. Implementing Distancing Inside and Outside the Classroom

Arrival and Departure

- Maximize space between students and between students and the driver on school buses and open windows to the greatest extent practicable.
- Minimize contact at school between students, staff, families and the community at the beginning and end of the school day. Prioritize minimizing contact between adults at all times.
- Stagger arrival and drop off-times and locations as consistently as practicable as to minimize scheduling challenges for families.
- Designate routes for entry and exit, using as many entrances as feasible. Put in place other protocols to limit direct contact with others as much as practicable.
- Implement health screenings of students and staff upon arrival at school (see Section 9).
- Ensure each bus is equipped with extra unused face coverings on school buses for students who may have inadvertently failed to bring one.

Classroom Space

- To reduce possibilities for infection, students must remain in the same space and in cohorts as small and consistent as practicable, including for recess and lunch. Keep the same students and teacher or staff with each group, to the greatest extent practicable.
- Prioritize the use and maximization of outdoor space for activities where practicable.
- Minimize movement of students and teachers or staff as much as practicable. For example, consider ways to keep teachers with one group of students for the whole day. In secondary schools or in situations where students have individualized schedules, plan for ways to reduce mixing among cohorts and to minimize contact.
- Maximize space between seating and desks. Distance teacher and other staff desks at least six feet away from student desks. Consider ways to establish separation of students through other means if practicable, such as, six feet between desks, where practicable, partitions between desks, markings on classroom floors to promote distancing or arranging desks in a way that minimizes face-to-face contact.
- Consider redesigning activities for smaller groups and rearranging furniture and play spaces to maintain separation.
- Staff should develop instructions for maximizing spacing and ways to minimize movement in both indoor and outdoor spaces that are easy for students to understand and are developmentally appropriate.
- Activities where there is increased likelihood for transmission from contaminated exhaled droplets such as band and choir practice and performances are not permitted.
- Activities that involve singing must only take place outdoors.
- Implement procedures for turning in assignments to minimize contact.
- Consider using privacy boards or clear screens to increase and enforce separation between staff and students.

Non-Classroom Spaces

- Limit nonessential visitors, volunteers and activities involving other groups at the same time.
- Limit communal activities where practicable. Alternatively, stagger use, properly space occupants and disinfect in between uses.
- Consider use of non-classroom space for instruction, including regular use of outdoor space, weather permitting. For example, consider part-day instruction outside.
- Minimize congregate movement through hallways as much as practicable. For example, establish more ways to enter and exit a campus, create staggered passing times when necessary or when students cannot stay in one room and create guidelines on the floor that students can follow to enable physical distancing while passing. In addition, schools can consider eliminating the use of lockers and moving to block scheduling, which supports the creation of cohort groups and reduces changes of classrooms.
- Serve meals outdoors or in classrooms instead of cafeterias or group dining rooms where practicable. Where cafeterias or group dining rooms must be used, keep students together in their cohort groups, ensure physical distancing, and consider assigned seating. Serve individually plated or bagged meals. Avoid sharing of foods and utensils and buffet or family-style meals.
- Consider holding recess activities in separated areas designated by class.

Sports and Extra Curricular Activities (Updated August 3, 2020)

- Outdoor and indoor sporting events, assemblies, dances, rallies, field trips, and other activities that require close contact or that would promote congregating are not permitted at this time. For example, tournaments, events, or competitions, regardless of whether teams are from the same school or from different schools, counties, or states are not permitted at this time.
- Youth sports and physical education are permitted only when the following can be maintained: (1) physical distancing of at least six feet; and (2) a stable cohort, such as a class, that limits the risks of transmission (see CDC Guidance on Schools and Cohorting). Activities should take place outside to the maximum extent practicable.

- For sports that cannot be conducted with sufficient distancing or cohorting, only physical conditioning and training is permitted and ONLY where physical distancing can be maintained. Conditioning and training should focus on individual skill building (*e.g.*, running drills and body weight resistance training) and should take place outside, where practicable. Indoor physical conditioning and training is allowed only in counties where gyms and fitness centers are allowed to operate indoors.

- Avoid equipment sharing, and if unavoidable, clean and disinfect shared equipment between use by different people to reduce the risk of COVID-19 spread.

- Consistent with guidance for gyms and fitness facilities, cloth face coverings must be worn during indoor physical conditioning and training or physical education classes (except when showering). Activities that require heavy exertion should be conducted outside in a physically distanced manner without face coverings. Activities conducted inside should be those that do not require heavy exertion and can be done with a face covering. Players should take a break from exercise if any difficulty in breathing is noted and should change their mask or face covering if it becomes wet and sticks to the player's face and obstructs breathing. Masks that restrict airflow under heavy exertion (such as N-95 masks) are not advised for exercise.

- Youth sports programs and schools should provide information to parents or guardians regarding this and related guidance, along with the safety measures that will be in place in these settings with which parents or guardians must comply.

- Activities where there is increased likelihood for transmission from contaminated exhaled droplets such as band and choir practice and performances are not permitted.

7. Limit Sharing

- Keep each child's belongings separated and in individually labeled storage containers, cubbies or areas. Ensure belongings are taken home each day to be cleaned.

- Ensure adequate supplies to minimize sharing of high-touch materials (art supplies, equipment, etc.) to the extent practicable or limit use of supplies and equipment to one group of children at a time and clean and disinfect between uses.

- Avoid sharing electronic devices, clothing, toys, books and other games or learning aids as much as practicable. Where sharing occurs, clean and disinfect between uses.

8. Train All Staff and Educate Families

- Train all staff and provide educational materials to families in the following safety actions:
  - Enhanced sanitation practices
  - Physical distancing guidelines and their importance
  - Proper use, removal, and washing of face coverings
  - Screening practices
  - How COVID-19 is spread
  - COVID-19 specific symptom identification
  - Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID-19.
  - For workers, COVID-19 specific symptom identification and when to seek medical attention
  - The employer's plan and procedures to follow when children or adults become sick at school.
  - The employer's plan and procedures to protect workers from COVID-19 illness.
- Consider conducting the training and education virtually, or, if in-person, ensure a minimum of six-foot distancing is maintained.

9. Check for Signs and Symptoms

- Prevent discrimination against students who (or whose families) were or are diagnosed with COVID-19 or who are perceived to be a COVID-19 risk.
- Actively encourage staff and students who are sick or who have recently had close contact with a person with COVID-19 to stay home. Develop policies that encourage sick staff and students to stay at home without fear of reprisal, and ensure staff, students and students' families are aware of these policies.
- Implement screening and other procedures for all staff and students entering the facility.

- Conduct visual wellness checks of all students or establish procedures for parents to monitor at home. If checking temperatures, use a no-touch thermometer.
- Ask all individuals if they or anyone in their home is exhibiting COVID-19 symptoms.
- Make available and encourage use of hand-washing stations or hand sanitizer.
- Document/track incidents of possible exposure and notify local health officials, staff and families immediately of any exposure to a positive case of COVID-19 at school while maintaining confidentiality, as required under FERPA and state law related to privacy of educational records. Additional guidance can be found here. As noted in Section 11 below, the staff liaison can serve a coordinating role to ensure prompt and responsible notification.
- If a student is exhibiting symptoms of COVID-19, staff should communicate with the parent/caregiver and refer to the student's health history form and/or emergency card.
- Monitor staff and students throughout the day for signs of illness; send home students and staff with a fever of 100.4 degrees or higher, cough or other COVID-19 symptoms.
- Policies should not penalize students and families for missing class.

10. Plan for When a Staff Member, Child or Visitor Becomes Sick

- Work with school administrators, nurses and other healthcare providers to identify an isolation room or area to separate anyone who exhibits symptoms of COVID-19.
- Any students or staff exhibiting symptoms should immediately be required to wear a face covering and be required to wait in an isolation area until they can be transported home or to a healthcare facility, as soon as practicable.
- Establish procedures to arrange for safe transport home or to a healthcare facility, as appropriate, when an individual is exhibiting COVID-19 symptoms:
  - Fever
  - Cough
  - Shortness of breath or difficulty breathing

- Chills
- Repeated shaking with chills
- Fatigue
- Muscle pain
- Headache
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea
- New loss of taste or smell

- For serious injury or illness, call 9-1-1 without delay. Seek medical attention if COVID-19 symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face. Updates and further details are available on CDC's webpage.
- Notify local health officials immediately of any positive case of COVID-19, and exposed staff and families as relevant while maintaining confidentiality as required by state and federal laws. Additional guidance can be found here.
- Close off areas used by any individual suspected of being infected with the virus that causes COVID-19 and do not use before cleaning and disinfection. To reduce risk of exposure, wait 24 hours before you clean and disinfect. If it is not possible to wait 24 hours, wait as long as practicable. Ensure a safe and correct application of disinfectants using personal protective equipment and ventilation recommended for cleaning. Keep disinfectant products away from students.
- Advise sick staff members and students not to return until they have met CDC criteria to discontinue home isolation, including at least 3 days with no fever, symptoms have improved and at least 10 days since symptoms first appeared.
- Ensure that students, including students with disabilities, have access to instruction when out of class, as required by federal and state law.
- Schools should offer distance learning based on the unique circumstances of each student who would be put at-risk by an in-person instructional model. For example, students with a health condition, students with family members with a health condition, students who cohabitate or regularly interact with high-risk individuals, or are otherwise identified as "at-risk" by the parents or guardian, are students whose circumstances merit coffering distances learning.

- Implement the necessary processes and protocols when a school has an outbreak, in accordance with CDPH guidelines.
- Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection. Update protocols as needed to prevent further cases.
- Update protocols as needed to prevent further cases. See the CDPH guidelines, Responding to COVID-19 in the Workplace, which are incorporated into this guidance and contain detailed recommendations for establishing a plan to identify cases, communicating with workers and other exposed persons, and conducting and assisting with contact tracing.

11. Maintain Healthy Operations

- Monitor staff absenteeism and have a roster of trained back-up staff where available.
- Monitor the types of illnesses and symptoms among your students and staff to help isolate them promptly as needed.
- Designate a staff liaison or liaisons to be responsible for responding to COVID-19 concerns. Workers should know who they are and how to contact them. The liaison should be trained to coordinate the documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner.
- Maintain communication systems that allow staff and families to self-report symptoms and receive prompt notifications of exposures and closures, while maintaining confidentiality, as required by FERPA and state law related to privacy of educational records. Additional guidance can be found here.
- Consult with local health departments if routine testing is being considered by a local educational agency. The role of providing routine systematic testing of staff or students for COVID-19 (e.g., PCR swab testing for acute infection, or presence of antibodies in serum after infection) is currently unclear.
- Support students who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk, by providing options such as virtual learning or independent study.

12. Considerations for Reopening and Partial or Total Closures

California schools have been closed for in-person instruction since mid-March 2020 due to the COVID-19 pandemic. School closures to in-person instruction were part of a broader set of recommendations intended to reduce transmission of SARS-CoV-2, the virus that causes COVID-19. For more detailed direction on measures to be taken when a student, teacher, or staff member has symptoms or is diagnosed with COVID-19, please see the COVID-19 and Reopening Framework for K-12 Schools in California.

- Check State and local orders and health department notices daily about transmission in the area or closures and adjust operations accordingly.
- When a student, teacher or staff member tests positive for COVID-19 and had exposed others at the school, refer to the CDPH Framework for K-12 Schools, and implement the following steps:
    - In consultation with the local public health department, the appropriate school official should ensure cleaning and quarantine of exposed persons and whether any additional intervention is warranted, including the length of time necessary, based on the risk level within the specific community as determined by the local public health officer.
    - Close off the classroom or office where the patient was based and do not use these areas until after cleaning and disinfection. Wait at least 24 hours before cleaning and disinfecting. If 24 hours is not feasible, wait for at least two hours and as long as possible.
    - Additional areas of the school visited by the COVID-19 positive individual may also need to be cleaned and disinfected.
    - Implement communication plans for exposure at school and potential school closures to include outreach to students, parents, teachers, staff and the community.
    - Include information for staff regarding labor laws, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools. See additional information on government programs supporting sick leave and worker's compensation for COVID-19, including worker's sick leave rights under the Families First Coronavirus Response Act and employee's rights to workers' compensation benefits and presumption of the work-relatedness of COVID-19 pursuant to the Governor's Executive Order N-62-20, while that Order is in effect.
    - Provide guidance to parents, teachers and staff reminding them of

the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.

- Develop a plan for continuity of education. Consider in that plan how to also continue nutrition and other services provided in the regular school setting to establish alternate mechanisms for these services to continue.
- Maintain regular communications with the local public health department.

WEED UNION ELEMENTARY SCHOOL DISTRICT
Weed, California

PROPOSED CLASS CONFIGURATION 2020-21

Grade	Teacher Enter "open" if not filled	Total Students
TK	Oates	8
K	Dewhurst	15
K	*vacant*	15
1	Ramirez	15
1	Cervantes	16
2	Fussell	13
2	Wilson	13
2	*vacant*	13
3a	Church	13
3b		13
4a	Yandell	12
4b		13
5a	Oberg	16
5b		17
6a	Jaegel	16
6b		16
7a	Lemos	14
7b		14
8a	Blankenship	13
8b		14
DL	Hall	
RSP	Baker	
Total Projected Enrollment		**279**

Grade	Total Classes	Total Teachers
TK-3rd		
4th-8th		
TK-8th	**0**	**0**

Total Projected Enrollment	
TK	**8**
Kdg	30
1st	31
2nd	39
3rd	26
4th	25
5th	33
6th	32
7th	28
8th	27
TK-3rd	134
4th-8th	145

School:

Person Completing Form:

Date:

Prim. Ave.	#DIV/0!
Int. Ave.	#DIV/0!

Note: For combination classes, put the total number of students in the "Total Students" column; ie. 20 not 12/8.

C://Enrollment Project/Class Config-Form-sample.xls

Daily Schedule

Daily Schedule	Start Time	Instruction	End Time	Daily Schedule	Start Time	Instruction	End Time

SCHOOL: EXAMPLE

Daily Schedule	Start Time	Instruction	Recess	Instruction	unch & Recess	Instruction	Recess	Instruction	End Time	Instructional Minutes	Recess Minutes
TK/Kindergarten	8:30 AM	8:30-10:00	10:00-10:15	10:15-11:10	11:10-11:55	11:55-1:30			1:30 PM	240	60
Minutes		90	15	55	45	95					
Grade 1	8:30 AM	8:30-10:00	10:00-10:15	10:15-11:10	11:10-11:55	11:55-1:30			1:30 PM	240	60
Minutes		90	15	55	45	95					
Grade 2	8:30 AM	8:30-10:00	10:00-10:15	10:15-11:10	11:10-11:55	11:55-1:30			1:30 PM	240	60
Minutes		90	15	55	45	95					
Grade 3	8:30 AM	8:30-10:00	10:00-10:15	10:15-11:10	11:10-11:55	11:55-1:30			1:30 PM	240	60
Minutes		90	15	55	45	95					
Grade 4	8:45 AM	8:45-10:15	10:15-10:30	10:30-12:00	12:00-12:45	12:45-2:15			2:15 PM	270	60
Minutes		90	15	90	45	90					
Grade 5	8:45 AM	8:45-10:15	10:15-10:30	10:30-12:00	12:00-12:45	12:45-2:15			2:15 PM	270	60
Minutes		90	15	90	45	90					
Grade 6	8:45 AM	8:45-10:15	10:15-10:30	10:30-12:00	12:00-12:45	12:45-2:15			2:15 PM	270	60
Minutes		90	15	90	45	90					
Garde 7	8:45 AM	8:45-10:15	10:15-10:30	10:30-12:00	12:00-12:45	12:45-2:15			2:15 PM	270	60
Minutes		90	15	90	45	90					
Garde 8	8:45 AM	8:45-10:15	10:15-10:30	10:30-12:00	12:00-12:45	12:45-2:15			2:15 PM	270	60
Minutes		90	15	90	45	90					

Early-Out Schedule	Start Time	Instruction	End Time	Early-Out Schedule	Start Time	Instruction	End Time

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

Subject: Board Agenda Item # 8.1. Contract with ASM

Enclosure: ASM Legal Service Agreement

Fiscal Impact: Various

Superintendent's Recommendation: Approve

ADAMS SILVA & McNALLY LLP

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT is effective July 1, 2020 for the 2020-2021 school year, by and between the Weed Union Elementary ("Client") and the law firm of Adams Silva & McNally LLP ("Law Firm," together with Client, "Parties"). In consideration of the promises and the mutual agreements hereinafter contained, Client and Law Firm agree as follows:

1. Law Firm Services. Client hires Law Firm as its legal counsel with respect to matters the Client specifically refers to Law Firm. Law Firm shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. In addition to regular telephone, mail and other common business communication methods, Client authorizes Law Firm to use facsimile transmissions, cellular telephone calls and email, and other computer transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information. Client understands that Law Firm cannot guarantee any particular result, including the costs and expenses of representation.

2. Billing Practices. Law Firm agrees to bill Client in units of one tenth (.1) of an hour at the billing rates established in the attached rate schedule. Client agrees to pay actual transportation and other costs of required out-of-town travel by Law Firm personnel. Other third-party services, such as investigators, process servers, court reporter fees, legal research, and witness fees (including expert witness' fees) shall be charged to Client at the actual costs paid to the service provider by Law Firm or incurred on Client's behalf and shall not be subject to a fee multiplier, such as a processing or administrative fee. Law Firm does not maintain a financial interest in any other third-party service provider and obtains no financial benefit from Client's use of any such service provider. Agreements for legal fees on special projects other-than-an-hourly basis may be made by mutual agreement of the Parties.

3. Payment. Law Firm shall send Client a statement for fees and costs incurred every calendar month. Statements shall set forth the amount, rate and description of services provided. Client shall pay Law Firm's statements within thirty (30) days after receipt. Client agrees and is encouraged to communicate any billing concerns to Law Firm. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due.

4. Termination and Withdrawal. Client may discharge Law Firm at any time by written notice. Unless otherwise agreed, and except as required by law, Law Firm will provide no further services hereunder after receipt of such notice. Law Firm may withdraw its services hereunder with Client's consent, upon good cause, or as allowed or required by law, upon ten (10) days' written notice. Good cause includes any breach of this Agreement and/or any circumstance that would render Law Firm's continued representation of Client unlawful or in violation of any ethical rules.

ADAMS SILVA & McNALLY LLP

PROFESSIONAL RATE SCHEDULE

(Effective July 1, 2020, for the 2020-2021 School Year)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Law Firm by the following standard hourly rate:

Partner / Senior Counsel / Of Counsel	$275-$285 per hour
Associate	$230-$250 per hour
Paralegal/ Law Clerk	$135-$160 per hour

Time is billed in increments in units of one tenth (.1) of an hour, rounded up to the nearest increment. Law Firm shall charge its hourly rate for round-trip travel time from our office to the destination required by the Client. Computerized legal research is billed at cost. Additionally, actual travel expenses as described below will be billed.

2. COSTS AND EXPENSES

In-Office copying	$0.20 per page
Incoming/Outgoing Facsimile	$0.20 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other services, such as investigators, process servers, court reporter fees, transcription costs, and witness fees (including expert witness' fees) shall be charged to Client at the actual costs paid to the service provider by Law Firm.

Other costs, such as messenger, airfare, and lodging, shall be charged on an actual and necessary basis with prior approval from Client.

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

Subject: Board Agenda Item # 8.2 Purchase Agreement with NWEA

Enclosure: NWEA Purchase Agreement

Fiscal Impact: $2,250.00

Superintendent's Recommendation: Approve

nwea

Schedule A
For
Fall 2020 Testing Evaluation

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	07/23/2020
		Quote Number:	00036368
Subscription Start Date:	08/01/2020	Partner ID:	
Subscription End Date:	11/30/2020		
Prepared By:	Scott Coffee	Contact Name:	Jon Ray
Phone:		Phone:	(530)938-2715
Email:	scott.coffee@nwea.org	Email:	jray@weedelem.k12.ca.us
Bill To Name:	Weed Union Elementary School District	Ship To Name:	Weed Union Elementary School District
Bill To Address:	,	Ship To Address:	, CA

Product	Sales Price	Quantity	Grade Levels	Total Price
MAP Growth Fall 2020 Evaluation License	$0.00	257	K;1;2;3;4;5;6;7;8;9;10;11;12	$0.00
Virtual MAP Growth Basics	$750.00	1	Pre-K;K;1;2;3;4;5;6;7;8;9;10;11;12	$750.00
MAP Accelerator Fall 2020 Evaluation License	$0.00	167	3;4;5;6;7;8	$0.00
Virtual Getting Started with MAP Accelerator (2-hour session, up to 12 participants)	$750.00	1	3;4;5;6;7;8	$750.00
MAP Reading Fluency Add-On Fall 2020 Evaluation License	$0.00	188	Pre-K;K;1;2;3;4	$0.00
Virtual MAP Reading Fluency Basics Workshop (up to 12 participants)	$750.00	1	Pre-K;K;1;2;3;4	$750.00
Online MAP Reading Fluency Basics	$0.00	1	Pre-K;K;1;2;3;4	$0.00

Quote Subtotal	$2,250.00
Estimated Tax	$0.00
Grand Total	**$2,250.00**

Terms and Conditions

This Schedule A is subject to the terms and conditions of NWEA's United States Master Subscription Agreement located at https://legal.nwea.org/ (the "Terms"), which are hereby incorporated by reference. By signing this Schedule A you agree you have read and understood the Terms and agree to the Terms.

This Schedule A is subject to supplemental terms and conditions located at https://legal.nwea.org/map-accelerator-supplemental-terms-and-conditions.html, which are hereby incorporated by reference. Some of these supplemental terms and conditions (the "MAP Accelerator Terms") modify NWEA's standard Terms as applied to the MAP Accelerator Service listed herein (the "Service").

The Products, including the Service, are offered under Evaluation License terms pursuant to Section 22 of the Terms for the full term of the subscription. The subscription is valid through November 30, 2020. The Products are being provided to Subscriber on an as-is basis for Subscriber's evaluation and feedback. Limited support will be provided during normal business hours to assist Subscriber in using and evaluating the Products.

The MAP Accelerator Service is provided by Khan Academy, Inc., a California 501(c)(3) organization ("Khan"), through Khan's website located at http://khanacademy.org and related application programming interfaces (API's), mobile applications and online services ("Website").

Each student, teacher, leader, aide, or other similar personnel enrolled in the Service will be registered with an individual user account on the Khan Academy Website, use of which is governed exclusively by the Khan Academy Website Terms of Service (https://www.khanacademy.org/about/tos) and Privacy Policy (https://www.khanacademy.org/about/privacy-policy), as further described in the MAP Accelerator Terms. These accounts will enable users to access all of Khan Academy's standard features and will remain in effect following the end of the Subscription term.

Subscriber hereby grants permission for NWEA to disclose to Khan data related to the use of MAP Accelerator, including, but not limited to, Student Education Records and Demographic Data, for Khan's use in connection with the Service and in Khan Website accounts established (or Linked) in connection therewith, as further provided in the MAP Accelerator Terms. Subscriber further grants permission for NWEA to disclose to Khan the contract terms agreed and proposed to be agreed between Subscriber and NWEA with respect to the MAP Accelerator and the Terms applicable to the MAP assessment to which the MAP Accelerator relates.

Rostering and account provisioning support will be provided through Clever Inc's SecureSync service. Subscriber acknowledges that use of MAP Accelerator is contingent upon Subscriber rostering through Clever. Subscriber's use of Clever is subject to the terms and conditions of the agreement between Subscriber and Clever and NWEA and Khan Academy assume no liability for claims or damages resulting from Subscriber's use of Clever. Subscriber confirms instruction to roster students based on the data provided to NWEA and Khan Academy, respectively, via Clever SecureSync and hereby grants permission for NWEA and Khan Academy to share information via Clever for account administration purposes.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy at http://legal.nwea.org/supplementalterms.html

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the Terms identified here are valid until August 31, 2020. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____ Printed Name: _____

Date: _____ Title _____

121 NW Everett Street, Portland, OR 97209
Tel: 503.624.1951 | Fax: 503.639.7873 | www.nwea.org

nwea

Schedule A

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	07/23/2020
		Quote Number:	00036374
License Start Date:	12/01/2020	Partner ID:	
License End Date:	07/31/2021		
Prepared By:	Scott Coffee	Contact Name:	Jon Ray
Phone:		Phone:	(530)938-2715
Email:	scott.coffee@nwea.org	Email:	jray@weedelem.k12.ca.us
Bill To Name:	Weed Union Elementary School District	Ship To Name:	Weed Union Elementary School District
Bill To Address:	,	Ship To Address:	, CA

Product	Sales Price	Quantity	Total Price	Item Discount
MAP Growth - Addl Grades - Winter/Spring 20-21 Testing	$8.00	257	$2,056.00	*-$0.00*
MAP Accelerator - Winter/Spring 20-21 Usage	$5.00	167	$835.00	*-$0.00*
MAP Reading Fluency Winter/Spring 20-21 (Add-on) 20-21 Testing	$3.00	188	$564.00	*-$0.00*
Virtual Applying Reports Workshop (one 2-hour sessions, up to 20 participants)	$750.00	1	$750.00	*-$0.00*

Quote Discount	*-$0.00*
Quote Subtotal	$4,205.00
Estimated Tax	$0.00
Grand Total	**$4,205.00**

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: https://legal.nwea.org/. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at http://legal.nwea.org/supplementalterms.html.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____ Printed Name: _____

Date: _____ Title _____

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

Subject: Board Agenda Item # 8.3. Purchase Agreement with Edgenuity

Enclosure: Edgenuity Purchase Agreement

Fiscal Impact: $16,000.00

Superintendent's Recommendation: Approve

Edgenuity

Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Price Quote for Services
Weed Union School District
Mount Shasta CA
Quote Number 161876
Total $16,000.00
Date 7/21/2020

Payment Schedule	Contract Start	Contract End
Net 30. Applicable tax on invoice.	9/01/2020	8/31/2021

Site	Description	Comment	End Date	Qty
	Digital Libraries 6-8 Comprehensive Site License (all MS math, ELA, science, social studies, MS electives, and MS World Languages; excludes eDynamic Learning and Purpose Prep)		08/31/2021	1
	MyPath NWEA MAP Integration Annual Subscription		08/31/2021	1
	MyPath Reading and Math Site License for Under 200 Campus Enrollment		08/31/2021	1
	Odyssey supplemental Science grades 1-6 and Social Studies grades 2-7		08/31/2021	1
	Pathblazer K-5 Reading and Math Site License		08/31/2021	1
	Pathblazer NWEA MAP Integration Annual Subscription		08/31/2021	1
	Professional Development Webinar Training		08/31/2021	6

1. Weed Elementary School

Subtotal	$16,000.00
Total	$16,000.00

It's been a pleasure working with you!

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

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

Weed Union School District

Signature: _____

Print Name: _____

Title: _____

Date: _____

Edgenuity Inc. Representative

Anna DeBalski
anna.debalski@edgenuity.com
480-675-7284 x1053

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

Edgenuity

STANDARD TERMS AND CONDITIONS

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement"). Edgenuity updates these Standard Terms from time-to-time, and posts the current version on its website at http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf.

1. DEFINITIONS.

a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** found at https://www.edgenuity.com/third-party-terms.pdf.

b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.

c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.

d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject the additional terms contained in the attached Addendum.

2. LICENSE and SERVICES.

a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:

i. **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneous cannot exceed total quantity of licenses purchased.

ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.

iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

v. **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.

c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at https://www.edgenuity.com/support/customer-support/.

3. USE OF SUBSCRIPTION.

a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("**Customer Data**"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal

guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.

b. **Customer Responsibilities**. Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

4. **WARRANTIES and DISCLAIMERS.**

a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("**FERPA**"), and the Children's Online Privacy Protection Act ("**COPPA**"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at http://www.edgenuity.com/Information/Privacy/. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.

b. **Professional Development and Instructional Services Warranty**. Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.

c. **Edgenuity Service Warranty**. Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.

d. **DISCLAIMERS**. THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

6. **MUTUAL CONFIDENTIALITY.**

a. **Definition of Confidential Information**. Confidential Information means all non-public information including Personally Identifiable Information ("**PII**") as defined by Applicable Law, disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("**Confidential Information**"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.

b. **Protection of Confidential Information**. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.

c. **Exclusions**. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

7. EDGENUITY PROPERTY.

a. **Reservation of Rights**. The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.

b. **Restrictions**. Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (vi) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

8. TERM AND TERMINATION.

a. **Term**. The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity's issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer's continued accessing and use of the Products and/or Service.

b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

c. **Non-payment of Fees**. Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.

d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.

e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).

f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.

g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

9. LIABILITY LIMIT.

a. **EXCLUSION OF INDIRECT DAMAGES**. EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

b. **TOTAL LIMIT ON LIABILITY**. EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

10. INDEMNITY.

a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise

from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.

11. OTHER TERMS.

a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.

b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.

c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the assets of a party.

d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.

g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.

i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.

2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.

3. **HOURS OF AVAILABILITY**. Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.

4. **NO GUARANTY OF OUTCOMES**. Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.

5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.

   a. **Instructor Requirements**. Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.

   b. **Exceptional Student Services**. If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (**IEP**); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

   c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.

   d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.

   a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.

   b. **Use of Customer's Facilities.** If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.

7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

Subject: Board Agenda Item # 8.4. Purchase Agreement for GAMUT

Enclosure: Purchase Agreement for GAMUT

Fiscal Impact: Annual Cost $500.00, One Time Activation Fee $250.00

Superintendent's Recommendation: Approve

Gmail

Jon Ray <jray@weedelem.k12.ca.us>

RE: More info requested on GAMUT Policy | Policy Plus | Meetings

1 message

Gamut <gamut@csba.org>
To: "jray@weedelem.k12.ca.us" <jray@weedelem.k12.ca.us>

Thu, Aug 6, 2020 at 3:57 PM

Good afternoon Jon,

Thank you for your interest! I have provided cost for GAMUT Meetings below. Your district already subscribes to GAMUT Policy (access to CSBA's sample policies, exhibits, bylaws, and resolutions). I have copied our Policy team and they can provide more info on Policy Plus.

Gamut Meetings

Annual Cost: $500

One time activation: $250

Webinar Training: Free

Please let me know if you have any additional questions on Meetings –

csba
California School Boards Association

Aldo Chavez Zuñiga
Policy and Governance Technology Services
Help & Support contact gamut@csba.org

From: jray@weedelem.k12.ca.us <jray@weedelem.k12.ca.us>
Sent: Thursday, August 6, 2020 8:48 AM
To: Gamut <gamut@csba.org>
Subject: More info requested on GAMUT Policy | Policy Plus | Meetings

From	Jon Ray Superintendent Weed Union Elementary School 530-575-9088

Context	**Item Title:** GAMUT Policy | Policy Plus | Meetings **Sitecore Path:** /sitecore/Content/home/ProductsAndServices/AllServices/GamutMeetingsPolicy **Item URL:** https://www.csba.org:443/ProductsAndServices/AllServices/GamutMeetingsPolicy
Category	Gamut Inquiries
Message	Would love to talk pricing and implementation ASAP

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

Subject: Board Agenda Item # 8.5. Schedule Two Board Meetings in December

Enclosure: December Calendar

Fiscal Impact: None

December 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25 **Christmas Day**
26	27	28	29	30	31	

print-a-calendar.com

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

Subject: Board Agenda Item # 8.6. Schedule One Workshop for August 22, 2020

Enclosure: None

Fiscal Impact: None

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

Subject: Board Agenda Item # 8.7. Emergency Resolution in Support of Emergency Arising from the Spread of CoronaVirus (COVID 19)

Enclosure: Resolution in Support of Emergency Arising from the Spread of CoronaVirus (COVID 19)

Superintendent's Recommendation: Approve

WEED UNION ELEMENTARY SCHOOL
DISTRICT BOARD OF EDUCATION

EMERGENCY RESOLUTION IN SUPPORT OF EMERGENCY ARISING FROM THE SPREAD OF CORONAVIRUS (COVID-19)

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19).

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and the Department of Public Health declared the existence of a local and public health emergency arising from the coronavirus (COVID-19).

WHEREAS, on March 7, 2020, the California Department of Public Health issued guidance advising, in part, that "community transmission of COVID-19 has occurred in California. Educational institutions should prepare for possible impacts ofCOVID-19 and take precautions to prevent the spread of COVID-19 as well as other infectious diseases, including influenza and gastroenteritis."

WHEREAS, on March 12, 2020, Governor Newsom issued an executive order directing Californians to cancel large public gatherings (over 250 people) and to enforce social distancing.

WHEREAS, on March 13, President Trump declared a national state of emergency.

WHEREAS, on June 29, 2020, Governor Gavin Newsom signed SB 98 (the budget act) which declared, "Education Code section 43504, enacted as part of the 2020-21 Budget, specifies that schools should "offer in-person instruction to the greatest extent possible."

WHEREAS, Article I, Section 28, of the California Constitution declares that "[a]ll students and staff of public, primary, elementary, junior high, and senior high school ... have the inalienable right to attend campuses which are safe, secure and peaceful."

WHEREAS, Education Code section 35161 permits the Board to delegate to an officer or employee of the District any of the Board's powers and duties, and the Board desires to delegate to the District Superintendent certain powers and duties to address the Coronavirus (COVID-19) pandemic.

WHEREAS, Board Policy 3516.5 delegates authority to the Superintendent to close schools or take any necessary action when emergencies warrant such action.

NOW THEREFORE, BE IT RESOLVED that the Board of Education hereby ratifies and confirms the full scope of delegated authority set forth in the Board Policies, and further ratifies and endorses the actions taken by the Superintendent.

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

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

ADOPTED by the Board of Education of the Weed Union Elementary School District, County of Siskiyou, State of California on August 13, 2020.

AYES:

NOES:

ABSENT:

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

Subject: Board Agenda Item # 8.8. Contract with Asbestos Science Technologies, Inc.

Enclosure: Contract for Weed Elementary School - Preliminary Mold Work Contract

Fiscal Impact: $3,909.00

Asbestos Science Technologies, Inc.
P.O. Box 505
Bangor, Ca. 95914
530-518-0934
astinc17@yahoo.com

Contract for Weed Elementary School – Preliminary Mold Work –Office and Library area
575 White Avenue
Weed, Ca. 96094

August 6, 2020

(1) Cost for onsite sampling for preliminary investigation of mold at Weed Elementary for 1 inspector – 1 man day @ $950.00 per day - Total - _____ $950.00.

(2) Cost for Travel - 5 hours and 30 minutes round trip at $54.00 per hour. - ____$297.00.

(3) Per Diem for 1 day - _____$50.00.

(4) Hotel for one night - _____$137.00.

(5) 17 samples for mold at $85.00 per sample – Total - _____$1,445.00.

(6) Preparation of sample location map - _____ $175.00.

(7) Preparation of graphs which are required by Office of Public School Construction – 4 hours @ $75.00 per hour – Total _____ $300.00.

(8) Preparation of mold protocols - _____$475.00.

(10) Shipping of samples to the laboratory - _____$80.00.

Total of contract - $3,909.00

Jon Warren

Jon Warren Mold Operations and Maintenance Title 8 CCR 3203 & 5194 Certification number 201

_____

Approval by school district representative

August 13, 2020

Weed Union Elementary School District

To: Governing Board Members

Subject: Board Agenda Item #9.0 Reports through 11.0 Adjournment Reports

9.1. Chief Business Officer

9.2. Certificated Staff

9.3. Classified Staff

9.4. Superintendent/Principal Cummings

10.0 Board Comments

11.0 Adjournment Time: _____