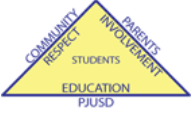


MISSION:

The Pierce Joint Unified School District is committed to our students achieving their highest educational goals in a culturally/individually diverse setting by providing a highly qualified staff and a safe, clean, and secure learning environment. All community members are expected to be an active part of the education setting of the Pierce Joint Unified School District

VISION:

Every student will achieve their highest educational goals.



Pierce Joint Unified School District
540A 6th Street
P.O. Box 239
Arbuckle CA 95912
(530) 476-2892 * (530) 476-2289 Fax

MOTTO:

"Students First"



BOARD OF TRUSTEES REGULAR MEETING
PIERCE JOINT UNIFIED SCHOOL DISTRICT
TECHNOLOGY BUILDING
940A WILDWOOD ROAD, ARBUCKLE CA 95912

THURSDAY JULY 15, 2021 1:00 p.m.

AGENDA

Governing Board

Amy Charter, President

Abel Gomez, Vice President

Barbara Bair, Board Clerk

John R. Friel, Member

George Green, Member

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 540A 6th Street, Arbuckle CA 95912, during normal business hours.

Message from the Board President:

This meeting is being recorded and may capture sounds of those attending the meeting.

Pierce Joint Unified will hold its regularly scheduled board meeting on Thursday, July 15, 2021 at 1:00 p.m.

Please note that if you attend in-person, you may be required to wear a mask depending on State regulations at the time of the meeting.

Please know that you may join the meeting by phone and/or video.

Public comment will be included during this regular meeting and will be heard at 6 p.m.

**To join the meeting, dial 1-470-242-8396 and enter PIN 794 099 492#
(be sure to include the # in the PIN)**

Please remember: to mute or unmute your phone, press *6

The chat box will be monitored during the meeting, if you have a question or would like to speak, please use the chat box to alert the meeting organizer.

1. CALL TO ORDER

A. *Pledge of Allegiance*

2021/22 Board Goals:

1. Pierce Joint Unified School District students will successfully graduate from high school with the qualifications to enter the college or career path of their choosing.
2. Pierce Joint Unified School District students will feel a sense of connectedness academically, socially, and physically in their schools.
3. Pierce Joint Unified School District will engage families and members of the greater school community as educational partners.

2. APPROVAL OF AGENDA ACTION

3. HEARING OF THE PUBLIC
(Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)

4. CLOSED SESSION:
 - A. Readmission Recommendation for Student 17/18 – D
 - B. Readmission Recommendation for Student 17/18 - E

5. OPEN SESSION: ACTION
 - A. Consider Readmission of Student 17/18 – D
 - B. Consider Readmission of Student 17/18 - E

6. REPORTS: INFORMATION/
DISCUSSION
 - A. Budget Report
 - B. **PAC Report**

7. PJUEA (Pierce Joint Unified Educators Association) Report INFORMATION

8. CSEA (California School Employees Association) Report INFORMATION

9. Consider and approve **Teacher Consent Form** for: ACTION
 - A. **John Allen - Chemistry**

10. Consider and approve **Resolution #21/22 – 1: Budget Revision** ACTION

11. Consider and approve **2021/22 CARS Spring Reporting** ACTION

12. Consider and approve **COVID-19 Safety/Prevention Plan** ACTION

13. Consider and approve Consent Agenda: ACTION
 - A. **Minutes of June 17, 2021 Regular Board Meeting**
 - B. **Minutes of June 21, 2021 Regular Board Meeting**
 - C. **Warrant List for June 2021**
 - D. Interdistrict Transfers:
 1. Transferring OUT for the **2020/21 School Year**:
 - a. Two (2) Students to Woodland CA – continuing
 - b. Two (2) Students to Esparto CA - continuing
 2. Transferring IN for the **2020/21 School Year**:
 - a. Three (3) Students from Williams CA – continuing
 - E. Contracts:
 1. **Medi-Cal Administrative Claiming Agreement with Sutter County Superintendent of Schools**
 2. **Agreement for Legal Services with Lozano Smith Attorneys at Law**
 3. **Professional Consulting Services Proposal from King Consulting**

14. BOARD PLANNING
 - A. Review of Board Policies
 1. BP 1313 – Civility
 2. BP 4119.21 – Professional Standards

- 3. BP/AR 5121 – Grades/Evaluation of Student Achievement
- 4. BP 6141.5 – Advanced Placement
- B. Review of Advisement/Portfolio at Pierce High School
- C. Board Goals Based on Self Evaluation for 2021/22

- 15. Items to be agendized for the next regular meeting:
- 16. Superintendent’s Report
- 17. Board President Report

18. CLOSED SESSION:

ACTION

- A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

Certification	Position	Status
Classified	Groundswoker	Resignation
Classified	Custodian/Grounds/Bus Driver	Hiring
Classified	IT Student Helper (2) positions	Hiring
Classified	Summer School Para Educator	Hiring
Certificated	7th Grade Social Science Teacher	Resignation
Certificated	8th Grade Science Teacher	Hiring
Certificated	Summer School Teacher	Hiring
Certificated	Math Teacher	Hiring
Certificated	Ag Business Teacher	Hiring
Certificated	Summer School Vice-Principal (2) Positions	Hiring
Classified	Summer School Cafeteria Helper (3) Positions	Hiring
Certificated	Summer School Librarian (2) Positions	Hiring
Classified	Summer School Custodian	Hiring
Certificated	K-8 Music Teacher	Resignation
Classified	After School Program Site Lead	Hiring

- B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release

- C. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association)

19. OPEN SESSION: Report ACTION taken in CLOSED SESSION:

ACTION

- A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

Certification	Position	Status
Classified	Groundswoker	Resignation
Classified	Custodian/Grounds/Bus Driver	Hiring
Classified	IT Student Helper (2) positions	Hiring
Classified	Summer School Para Educator	Hiring

Certificated	7th Grade Social Science Teacher	Resignation
Certificated	8th Grade Science Teacher	Hiring
Certificated	Summer School Teacher	Hiring
Certificated	Math Teacher	Hiring
Certificated	Ag Business Teacher	Hiring
Certificated	Summer School Vice-Principal (2) positions	Hiring
Classified	Summer School Cafeteria Helper (3) Positions	Hiring
Certificated	Summer School Librarian (2) Positions	Hiring
Classified	Summer School Custodian	Hiring
Certificated	K-8 Music Teacher	Resignation
Classified	After School Program Site Lead	Hiring

B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release

C. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association)

20. Adjourn

In compliance with the American with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact our office at (530) 476-2892 x13000. Notification at least 48 hours prior to the meeting will enable the office to make reasonable arrangements to ensure accessibility to the Board meeting. (Government Code § 54954.2)

Pierce Joint Unified School District

P.O. Box 239 • Arbuckle CA 95912 • (530) 476-2892 • Fax (530) 476-2289

Carol Geyer, Superintendent



Parent Advisory Committee (PAC) Meeting Minutes

June 7, 2021

5:30 p.m.

Virtual Meeting

1. Meeting called to order at 5:31 p.m. by Carol Geyer. Carol introduced the other members on the meeting: Michele Grevie, Griselda Jauregui, Zachariah Willoh, Dulce Tinoco, George Green, and Daena Meras. She thanked everyone for their participation in representing parents of unduplicated subgroups

Absent: Juan Manuel Garcia, Vanessa Hinojosa, Laura Ruiz

2. Meeting minutes were displayed for committee to read. A motion was made by Zachariah Willoh and seconded by Dulce Tinoco to approve the minutes. The motion carried.
3. Evaluation of Title I Parent Involvement Policy – Mrs. Geyer asked the group for input on barriers that limit family and parent engagement in school activities. She asked for suggested strategies and needs that may need to be addressed to better assist parents and families in engaging with school personnel and teachers. Meeting times were discussed and perhaps meeting later in the evening would allow working parents to participate. Parents mentioned teachers doing positive outreach to engage parents. They suggested continuing with virtual award ceremonies so that parents can view if unable to attend in-person. One parent talked about student privacy issues with virtual videos. For example, Foster Youth students' safety may be jeopardized by photos or video displays. Class Tag is an app that one parent mentioned being used for teacher/parent communication that was effective. Another parent asked if the school messenger messages could be streamlined. For example, she and her husband both get messages on their phone including their work phones. She says they get a lot of calls.
4. Local Control and Accountability Plan (LCAP) – Mrs. Geyer presented the LCAP to the group. She went through each area including goals, metrics and actions. The group had an opportunity to ask questions and give input.
5. Evaluation of meeting – Carol thanked the group for their participation and let them know she looks forward to meeting with them again next year for 3-4 meetings.
6. Meeting was adjourned at 6:54 p.m.

Board of Trustees: Amy Charter • Abel Gomez • Barbara Bair • John R. Friel • George Green
President Vice-President Clerk Member Member

005



Teacher Consent Form

PURPOSE: Pursuant to the Education Code or Title 5, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

District: Pierce Joint Unified School District School Year: 2021/2022

School Site: Pierce High School Grade Level: 9-12

Teacher: John Allen SS#: xxx-xx-1193

Credential Held: Clear Single Subject: Physical Science (Examination)

1. Assignment: Chemistry Legal Authorization per EC or T5: EC 44263

I mutually agree and consent to this assignment.

Teachers Signature: *John Allen* Date: Jun 29, 2021
John Allen (Jun 29, 2021 19:13 PDT)

Printed/Typed Name: John Allen

PIERCE JOINT UNIFIED SCHOOL DISTRICT
2021/22 BUDGET REVISION
July 15, 2021

RESOLUTION #21/22-1

General Fund 01

2021/22 Estimated Beginning Balance \$7,197,099
 Estimated Income 22,349,021
 Total Income + Beg. Balance 29,546,120

REVENUES:

Resource # and Description

<i>Resource # and Description</i>	<i>Current Budget</i>	<i>Revenue Revision</i>	<i>Revised Budget</i>
0000	\$0	0	0
	<u>\$0</u>		
3210 ESSER I -CARES Act	19	(19)	0
3212 ESSER II - CARES Act	911,679	(412,572)	499,107

Revenue Revision **(412,591)**
 Revised Revenue 21,936,430
 Revised Revenue + Beg. Balance 29,133,529

EXPENDITURES

Resource # and Description

<i>Resource # and Description</i>	<i>Current</i>	<i>Expenditure Revision</i>	<i>Revised Expenditures</i>
3210 ESSER I -CARES Act	19	(19)	0
3212 ESSER II - CARES Act	911,679	(412,572)	499,107

Expenditure Revision **(412,591)**
 Total Current Expenditures 22,703,052
 Revised Expenditure Budget 22,290,461

2021/22 Estimated Beginning Balance \$7,197,099
 +Total Revised Revenue 21,936,430
 Less Revised Expenditure Budget **(22,290,461)**
 Estimated Ending Fund Balance \$6,843,068

PASSED AND ADOPTED this 15th day of July 2021 at a meeting of the Board of Trustees of Pierce Joint Unified School District.

AYES:
 NOES:
 ABSENT:

 Carol Geyer, Superintendent

 Date

2021-22 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancesstoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

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 participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. 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 Full Name	Carol Geyer
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	07/15/2021

*****Warning*****

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2021-22 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

Protected Prayer Certification Statement

The local educational agency (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	Yes
Authorized Representative's Full Name	Carol Geyer
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	07/15/2021
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)	

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2021-22 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District	08/15/2019
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Carol Geyer
Authorized Representative's Title	Superintendent

*****Warning*****

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2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (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	07/15/2021
---	------------

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Juan Manuel Garcia
DELAC review date	06/01/2021
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, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

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

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

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2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
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2021-22 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831
 Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Estimated Allocation Calculation

Estimated English learner per student allocation	\$126.25
Estimated English learner student count	503
Estimated English learner student program allocation	\$63,504

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$0
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$62,259
Parent, family, and community engagement	\$0
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,245
Total budget	\$63,504

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2021-22 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831
 Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$157.20
Estimated immigrant student count	46
Estimated immigrant student program allocation	\$7,231

Note: Eligibility criteria

A local educational agency which has 21 or more eligible immigrant students and has experienced a significant increase of one percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$7,090
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$141
Total budget	\$7,231

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2021-22 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

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 <https://www.cde.ca.gov/fg/ac/sa/>.

2021-22 Request for authorization	No
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)	

*****Warning*****

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2020-21 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2020 through June 30, 2021.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, ABobadilla@cde.ca.gov, 916-319-0208
 Lisa Fassett (Program), Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963

2020-21 Title II, Part A allocation	\$42,885
Transferred-in amount	\$0
Transferred-out amount	\$42,354
2020-21 Total allocation	\$531

Professional Development Expenditures

Professional development for teachers	\$531
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$531
2020-21 Unspent funds	\$0

*****Warning*****

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2020-21 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2020 through June 30, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2020-21 Title III EL student program allocation	\$60,782
Transferred-in amount	\$0
2020-21 Total allocation	\$60,782
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$49,780
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$9,811
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,191
Total year-to-date expenditures	\$60,782
2020-21 Unspent funds	\$0

*****Warning*****

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2020-21 Title III Immigrant YTD Expenditure Report, 12 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2020 through June 30, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Authorized Title III Immigrant student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3114(d)(1) shall use the funds to pay for supplemental activities that provide enhanced instructional opportunities for immigrant children and youth.

Refer to the Program Information link above for authorized Immigrant student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2020-21 Title III immigrant student program allocation	\$3,994
Transferred-in amount	\$0
2020-21 Total allocation	\$3,994
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total year-to-date expenditures	\$0
2020-21 Unspent funds	\$3,994

*****Warning*****

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2020-21 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless Education Certification

The LEA hereby assures 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	Cathy
Homeless liaison last name	Lopez
Homeless liaison title	Prevention and Intervention Counselor
Homeless liaison email address (Format: abc@xyz.zyx)	clopez@pierce.k12.ca.us
Homeless liaison telephone number (Format: 999-999-9999)	530-476-2892
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.0

Homeless Liaison Training Information

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	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	11/17/2016
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2020-21 Title I, Part A LEA allocation	\$271,247
2020-21 Title I, Part A direct or indirect services to homeless children reservation	\$50
Amount of 2020-21 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$0
Homeless services provided (Maximum 500 characters)	
No expenditures or encumbrances comment	Homeless services and expenditures were provided with district general funds.
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

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2019-20 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2019 through June 30, 2021.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, ABobadilla@cde.ca.gov, 916-319-0208
 Lisa Fassett (Program), Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963

2019-20 Title II, Part A allocation	\$43,389
Transferred-in amount	\$0
Transferred-out amount	\$42,688
2019-20 Total allocation	\$701

Professional Development Expenditures

Professional development for teachers	\$701
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$701
2019-20 Unspent funds	\$0

*****Warning*****

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2019-20 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2019 through June 30, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2019-20 Title III EL student program allocation	\$54,706
Transferred-in amount	\$0
2019-20 Total allocation	\$54,706
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$44,451
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$9,183
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,072
Total year-to-date expenditures	\$54,706
2019-20 Unspent funds	\$0

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2018-19 Title II, Part A Fiscal Year Expenditure Report, 36 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2018 through June 30, 2021.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, ABobadilla@cde.ca.gov, 916-319-0208
 Lisa Fassett (Program), Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963

2018-19 Title II, Part A allocation	\$43,960
Transferred-in amount	\$0
Transferred-out amount	\$41,943
2018-19 Total allocation	\$2,017

Professional Development Expenditures

Professional development for teachers	\$2,017
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

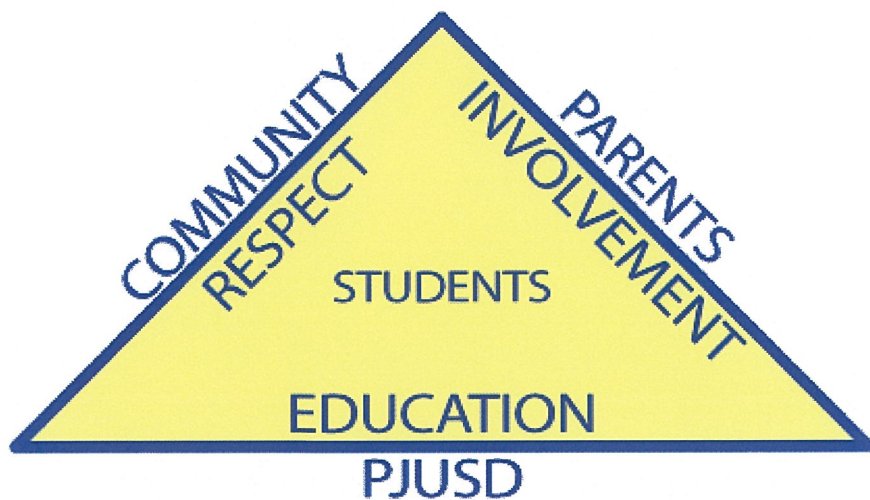
Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$2,017
2018-19 Unspent funds	\$0

*****Warning*****

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Pierce Joint Unified School District



Cal/OSHA

COVID-19 Safety/Prevention Plan

January 28, 2021

Revised July 15, 2021 (Pending approval)

This COVID-19 Prevention Program (CPP) is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Authority and Responsibility

The Superintendent has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all administrators and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Document the vaccination status of our employees by using **Appendix G: Documentation of Employee COVID-19 Vaccination Status**, which is maintained as a confidential medical record.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- COVID-19 policies and procedures will be maintained to respond effectively and immediately to individuals at the workplace who are a COVID-19 case to prevent or reduce the risk of transmission in the workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

Employee participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by communicating any suggestions or concerns with administration.

Employee and Students screening

Employees and students self-screen for COVID-19 symptoms daily prior to coming on site. Stay home when sick and avoid close contact with others.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

- The severity of the hazard will be assessed and correction time frames will be assigned.
- Superintendent and CBO are identified as being responsible for timely correction.
- Follow-up measures are taken to ensure timely correction.

Control of COVID-19 Hazards

Appendix F: COVID-19 Worksite Plan, which can be found on the district website, both outline detailed controls. Each document covers the following items:

Face Coverings

We provide clean, undamaged face coverings and ensure they are properly worn by employees, students, and non-employees when indoors or in vehicles, and where required by orders from the California Department of Public Health (CDPH) or local health department. School site offices will have masks available for employees and students that request one, regardless of vaccination status. If an employee encounters a non-employee that is not wearing a face covering indoors, they are to contact their site administrator or immediate supervisor.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees and students who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Specific tasks that cannot feasibly be performed with a face covering. This exception is limited to the time in which such tasks are being performed.

Any employee not wearing a face covering, face shield with a drape or other effective alternative, for any reason, shall be at least six feet apart from all other persons.

We will not prevent any employee from wearing a face covering when it is not required unless it would create a safety hazard such as interfering with the safe operation of equipment.

Engineering controls

For indoor locations, we maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- Ventilation systems have air economizers that bring in 20% outside air at all times, in the event of poor air quality, outside air may be turned off.
- Ventilation systems are maintained quarterly and filters are replaced quarterly, or more often if needed.
- MERV-13 filters have been installed to increase filtration efficiency to the highest level compatible with the existing ventilation system.
- Using Appendix B: COVID-19 Inspections, we identify and evaluate, to the extent feasible, our ventilation systems.

Cleaning and disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- Schedules are in place at each site to adequately clean and disinfect throughout the day.
- We ensure adequate supplies and adequate time for it to be done properly.

Should we have a COVID-19 case in our workplace, we will ensure the work areas of the individual have been cleaned and disinfected.

Hand sanitizing

In order to implement effective hand sanitizing procedures, we:

- Encourage and allow time for employee and students handwashing.
- Provide employees and students with an effective hand sanitizer.
- Encourage employees and students to wash their hands for at least 20 seconds each time.
- Evaluate handwashing facilities.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

Testing of symptomatic employees

We make COVID-19 testing available at no cost to employees with COVID-19 symptoms who are not fully vaccinated, during employees' paid time.

Investigating and Responding to COVID-19 Cases

We have developed effective procedures to investigate COVID-19 cases that include seeking information from our employees regarding COVID-19 cases, close contacts, testing results, and onset of symptoms. This is accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.

Employees who had potential COVID-19 exposure in our workplace will receive a notice letter (sample letter is attached in **Appendix E: Notice of Potential Exposure to COVID-19**) within 1 day of the districts knowledge of a COVID-19 case explaining the following:

- No cost COVID-19 testing during their working hours and testing locations.
- COVID-19 related benefits and leaves.

System for Communication

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Employees should report COVID-19 symptoms and possible hazards to their immediate supervisor via phone, text, or email.
- Employees can report symptoms and hazards without fear of reprisal.
- Employees with medical or other conditions that put them at increased risk of severe COVID-19 illness can request accommodations by contacting HR (Human Resources).
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures. Information regarding COVID-19 cases will remain confidential.
- [COVID-19 Information page](#) is provided on the District website

Training and Instruction

Appendix F: COVID-19 Worksite Plan provides links and detailed training for staff. The training and instruction/documentation provided to employees includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
 - COVID-19 is an infectious disease that can be spread through the air.
 - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
 - An infectious person may have no symptoms.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, decrease the spread of COVID-19 and are most effective when used in combination.

- The right of employees that are not fully vaccinated to request a respirator for voluntary use, without fear of retaliation, and our policies for providing the respirators. Employees voluntarily using respirators will be trained according to section 5144(c)(2) requirements:
 - How to properly wear them.
 - How to perform a seal check according to the manufacturer's instructions each time a respirator is worn, and the fact that facial hair can interfere with a seal.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment. Since COVID-19 is an airborne disease, N95s and more protective respirators protect the users from airborne disease, while face coverings primarily protect people around the user.
 - The conditions where face coverings must be worn at the workplace.
 - Employees can request face coverings and can wear them at work regardless of vaccinations status and without fear of retaliation.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.
- Information on our COVID-19 policies and how to access COVID-19 testing and vaccination, and the fact that vaccination is effective at preventing COVID-19, protecting against both transmission and serious illness or death.

Appendix D: COVID-19 Training Roster may be used to document training along with training records on our TCSIG Publicworks portal and other digital documentation platforms.

Excluding COVID-19 Cases and Close Contact Cases from the Workplace

Where we have a COVID-19 case or a close contact in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met. (requirements are listed below)
- Excluding employees that had a close contact from the workplace until our return-to-work criteria have been met, with the following exceptions:
 - Employees who were fully vaccinated before the close contact and who do not develop COVID-19 symptoms.
 - COVID-19 cases who returned to work per our return-to-work criteria and have remained free of COVID-19 symptoms, for 90 days after the initial onset of COVID-19 symptoms, or for COVID-19 cases who never developed COVID-19 symptoms, for 90 days after the positive test.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits.
- Providing employees at the time of exclusion with information on available benefits.

Reporting, Recordkeeping, and Access

Our process for reporting is to:

- Report information about COVID-19 cases and outbreaks at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases.

Return-to-Work Criteria

- **COVID-19 cases with symptoms** will not return to work until all the following have occurred:

- At least 24 hours have passed since a fever of 100.4 °F. or higher has resolved without the use of fever-reducing medications, and
- COVID-19 symptoms have improved, and
- At least 10 days have passed since COVID-19 symptoms first appeared.
- **COVID-19 cases who tested positive but never developed symptoms** will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
- **A negative COVID-19 test** will not be required for an employee to return to work once the requirements for “cases with symptoms” or “cases who tested positive but never developed symptoms” (above) have been met.
- **Persons who had a close contact** may return to work as follows:
 - Close contact but never developed symptoms: when 10 days have passed since the last known close contact.
 - Close contact with symptoms: when the “cases with symptoms” criteria (above) have been met, unless the following are true:
 - The person tested negative for COVID-19 using a polymerase chain reaction (PCR) COVID-19 test with specimen taken after the onset of symptoms; and
 - At least 10 days have passed since the last known close contact, and
 - The person has been symptom-free for at least 24 hours, without using fever-reducing medications.
- If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted.

Multiple COVID-19 Infections and COVID-19 Outbreaks

If three or more employee COVID-19 cases within an exposed group visited the workplace during their high-risk exposure period at any time during a 14-day period. Reference section [3205.1](#) for details.

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

- We provide COVID-19 testing at no cost to all employees, during paid time, in our exposed group except for:
 - Employees who were not present during the relevant 14-day period.
 - Employees who were fully vaccinated before the multiple infections or outbreak and who do not have symptoms.
 - COVID-19 cases who did not develop symptoms after returning to work pursuant to our return-to-work criteria, no testing is required for 90 days after the initial onset of symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test.
- COVID-19 testing consists of the following:
 - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
 - After the first two COVID-19 tests, we will continue to provide COVID-19 testing once a week of employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.

- We will provide additional testing when deemed necessary by Cal/OSHA.

We continue to comply with the applicable elements of our CPP, as well as the following:

1. Employees in the exposed group wear face coverings when indoors, or when outdoors and less than six feet apart (unless one of the face-covering exceptions indicated in our CPP apply).
2. We evaluate whether to implement physical distancing of at least six feet between persons, or where six feet of physical distancing is not feasible, the need for use of cleanable solid partitions of sufficient size to reduce COVID-19 transmission.

COVID-19 investigation, review, and hazard correction

We immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review is documented and includes:

- Investigation of new or unabated COVID-19 hazards including:
 - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
 - Our COVID-19 testing policies.
 - Insufficient outdoor air.
 - Insufficient air filtration.
 - Lack of physical distancing.
- Updating the review:
 - Every thirty days that the outbreak continues.
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
 - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We consider:
 - Moving indoor tasks outdoors or having them performed remotely.
 - Increasing outdoor air supply when work is done indoors.
 - Improving air filtration.
 - Increasing physical distancing as much as feasible.

Buildings or structures with mechanical ventilation: We will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters, if compatible with the ventilation system. If MERV-13 or higher filters are not compatible, we will use filters with the highest compatible filtering efficiency.

Major COVID-19 Outbreaks

20 or more COVID-19 cases within a 30-day period.

This addendum will stay in effect until there are no new COVID-19 cases detected in the exposed group for a 14-day period.

We continue to comply with the **Multiple COVID-19 Infections and COVID-19 Outbreaks** addendum, except that the COVID-19 testing, regardless of vaccination status, is made available to all employees in the exposed group twice a week, or more frequently if recommended by the local health department.

In addition to complying with our CPP and Multiple COVID-19 Infections and COVID-19 Outbreaks addendum, we also:

- Provide employees in the exposed group with respirators for voluntary use in compliance with

section 5144(c)(2) and determine the need for a respiratory protection program or changes to an existing respiratory protection program under section 5144 to address COVID-19 hazards.

- Separate by six feet (except where we can demonstrate that six feet of separation is not feasible and there is momentary exposure while persons are in movement) any employees in the exposed group who are not wearing respirators required by us and used in compliance with section 5144. When it is not feasible to maintain a distance of at least six feet, individuals are as far apart as feasible.
- Install cleanable solid partitions that effectively reduce transmission between the employee and other persons at workstations where an employee in the exposed group is assigned to work for an extended period, such as cash registers, desks, and production line stations, and where the physical distancing requirement (described above) is not always maintained.
- Evaluate whether to halt some or all operations at the workplace until COVID-19 hazards have been corrected.
- Implement any other control measures deemed necessary by Cal/OSHA

Notifications to the local health department

We will comply with the requirements of our **Multiple COVID-19 Infections and COVID-19 Outbreaks** and **Major COVID-19 Outbreaks-Notifications to the Local Health Department**.

Safety and Continuity of Services

We will ensure continuity of services with student academic needs and the social, emotional, and mental health needs of its students and staff. This could include having the ability to immediately transition to providing all services virtually in case of school closures.

Carol Geyer
Superintendent
Pierce Joint Unified School District

Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, trainings, entrances, bathrooms, hallways, walkways, break or eating areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including students, coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing stationary work.

Person conducting the evaluation: _____ **Date:** _____

Name(s) of employee and authorized employee representative that participated, if any: _____

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls

Appendix B: COVID-19 Inspections

Date: _____

Name of person(s) conducting the inspection: _____

Work location evaluated: _____

Exposure Controls	Status (OK or Needs Correction)	Person Assigned to Correct	Date Corrected
Engineering			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Administrative			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or persons with COVID-19 symptoms, and any employee required medical records will be kept confidential unless disclosure is required or permitted by law. Un-redacted information on COVID-19 cases will be provided to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH) immediately upon request, and when required by law.

Name of person(s) conducting the investigation: _____

Date: _____ Type of person: Employee Student Other _____

Name of COVID-19 case:		Occupation (if non-employee, why they were in the workplace):	
Location where COVID-19 case worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms, if any:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	
All locations where COVID-19 was last present in the workplace during the high-risk exposure period and activities being performed:			

Summary determination of who may have had a close contact with the COVID-19 case during the high-risk exposure period. Attach additional information, including:

Name of those found in close contact and vaccination status:

When testing was offered, including the results and the names of those that were exempt from testing because.

- They were fully vaccinated before the close contact and do not have symptoms.
- They returned to work per our return-to-work criteria and have remained symptom free for 90 days or, for those that never developed symptoms, for 90 days after the initial positive test.
- The names of those that were excluded per our Exclusion of COVID-19 Cases and Employees who had a Close Contact requirements.
- The names of those exempt from exclusion requirements because:
 - They were fully vaccinated before the close contact and did not develop COVID-19 symptoms.

They returned to work per our return-to-work criteria and have remained symptom free for 90 days or, for those that never developed symptoms, for 90 days after the initial positive test.

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:

All employees who were in close contact and their authorized representatives.	Date Notified:		
	Names of employees and their authorized representatives that were notified:		
Independent contractors and other employers present at the workplace during the high-risk exposure period.	Date Notified:		
	Names of individuals that were notified:		
What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?		What could be done to reduce exposure to COVID-19?	
Was local health department notified?		Date Notified:	

Additional Notes:

Appendix D: COVID-19 Training Roster

Date: _____ COVID-19 Training Topic: _____

Person that conducted the training: _____

Employee Name	Signature

Appendix E: Notice of Potential Exposure to COVID-19

DATE

RE: **Notice of Potential Exposure to COVID-19 (AB 685 and Section 3205 of Cal/OSHA Temporary COVID-19 Standards)**

Dear _____,

The Pierce Joint Unified School District ("District") received information today that there was an individual confirmed to have COVID-19 or ordered to isolate at _____ School. This notice is being provided to all employees who were at that worksite within the potentially infectious period and who may have been exposed to COVID-19. This is not intended to notice you of actual exposure or a close contact with the individual, but rather to inform you that someone at the worksite listed above has or had COVID-19. Given recent changes in the law, you will receive this type of notice each time a similar event occurs.

We are not able to identify the person due to the confidential nature of this information and ask that you be courteous and respectful and not speculate as to the identification of the individual referenced in this notification. Although you are receiving this notice as required by law, you may or may not have had any contact with the individual related to this notice. In addition, our regular cleaning protocol, use of masks and social distancing, and other safety protocols and prevention procedures taken by the District help to reduce the risk of contracting the virus at your worksite. Persons that have been identified as having had close contact (within 6 feet for at least 15 minutes within 24 hours of the high risk exposure period) with any infected individual will likely be contacted by the County Public Health Department or the District, as appropriate. Per Cal/OSHA's COVID-19 Emergency Standard (Title 8, Section 3205), a COVID-19 exposure (also referred to as "close contact") is defined as being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the "high-risk exposure period". **If you believe you have had COVID-19 exposure please contact your supervisor immediately.**

Please remember, COVID-19 is a viral infection that can spread from person-to-person when people cough or have close contact with an infected person. Symptoms include fever, cough, and shortness of breath, loss of taste or smell, headache, muscle aches, and can sometimes cause very mild illness in children. If you experience these or any other symptoms, please contact your healthcare provider and let them know that you may have been exposed to COVID-19. Employees should not report to work if they are sick or have received a quarantine or isolation order. Should you test positive for COVID-19, be sure to contact your supervisor immediately.

Testing

Employees who have had potential COVID-19 exposure in the workplace may be tested for COVID-19 at no cost to the employee during work hours. Information on where employees can be tested for COVID-19 at no cost to employees is below. In order to obtain COVID-19 testing at no cost to the employee, the employee must use the options provided by the District or receive prior written approval from Tammy Minten in HR for a different COVID-19 testing location.

COVID Testing Locations:

Ampla Health at 89 Putman Way in Arbuckle
Arbuckle Health Clinic at 900 King Street in Arbuckle

If you intend to get tested as part of this notice, please coordinate your testing date/time with your immediate supervisor to ensure shift coverage.

COVID-19 Related Benefits and Leaves

Employees that need to take leave for COVID-19-related reasons due to their own illness, quarantine or isolation order, or to care for family members, may be eligible to take leaves pursuant to federal and state law and the District's collective bargaining agreement.

These leaves may include the following depending on the particular circumstances:

- Family Medical Leave Act (FMLA)

- California Family Rights Act (CFRA)
- Unpaid Leave of Absence
- Industrial Accident and Illness Leave and Workers' Compensation Benefits

Leaves are also available pursuant to the Education Code and collective bargaining agreement and include, among others, sick leave, extended sick leave, and personal necessity leave. Information about these leaves is available in your collective bargaining agreement and/or District policy.

District Board Policies: You can access District Board Policies on the district website.

An employee who the District excludes from the workplace due to a work related positive COVID-19 test, order to isolate from a state or local health official, or COVID-19 exposure, and is otherwise able and available to work, shall continue and maintain his/her earnings, seniority, and all other employee rights and benefits, including the employee's right to their former job status, as if they had not been removed from their job. If the employee is not approved for remote work, the employee will be required to use applicable leaves during this time. If you have any questions regarding any of these COVID-19 related benefits to which you may be entitled, please contact myself or Tammy Minten at (530)476-2892 ext. 13004.

Disinfection and Safety Plan

The District disinfects each classroom and all common areas, including office spaces, throughout the day. Restrooms are cleaned throughout the day and high contact surfaces such as door handles and light switches are disinfected throughout the day. The work areas of the individual with COVID-19 have been cleaned and sanitized. If you have any questions about the District's safety protocols, please review our reopening plan which is available on the district website.

Prohibition Against Discrimination and Retaliation

Please note that federal and state laws, as well as District policy, prohibit discrimination or retaliation against any employee who contracts COVID-19 or exercises his/her rights under the applicable laws and policies. The District takes these prohibitions very seriously.

If you have any questions or concerns, please contact me directly at (530)476-2892 ext 13005.

Sincerely,
Daena Meras
Chief Business Official

Appendix F: COVID-19 Worksite Plan

Person Responsible for implementing this plan:

The Principal at each school site is responsible for implementing this site specific plan. This plan is implemented at each school site.

Control Measures to Prevent the Spread of the virus:

(Click on the underlined items below to go to CDC/CDPH/ and other sources)

1. Individual Control Measures & Screening

- a. Employees will be provided face masks, face shields, disposable gloves, and hand sanitizer/soap, as needed. Signage to help guide employees as per safety measures will be placed on sites, as required.
- b. Employees will self-screen daily for COVID-19 symptoms, prior to coming on site. [Symptom screenings and/or temperature checks.](#)
- c. [Workers who are sick or exhibiting symptoms of COVID-19 to stay home.](#)
- d. [Encourage frequent handwashing and use of hand sanitizer.](#)
- e. [Provide disposable gloves to workers using cleaners and disinfectants if required.](#)
Consider gloves a supplement to frequent hand washing for other cleaning, tasks such as handling commonly touched items.
- f. Require face coverings according to the CDPH guidelines.
- g. Visitors & members of the public will use face coverings according to CDPH guidelines.

2. Cleaning & Disinfecting Protocols

- a. Perform cleaning and disinfecting of frequently touched surfaces. [Safe & Effective Disinfectant Use.](#)
- b. Equip shared spaces with proper sanitation products, including hand sanitizer and sanitizing wipes and ensure availability.
- c. Ensure that restroom facilities stay operational and stocked at all times.
- d. Use products approved for use against COVID-19 on the Environmental Protection Agency (EPA)-approved list and follow product instructions and Cal/OSHA requirements.
- e. Provide schedule for employees to implement cleaning and disinfecting practices.

For most recent county information contact: [Colusa County Public Health – #\(530\)458-0380](#)
website: <https://ca-colusacounty2.civicplus.com/771/COVID19>

Employee Training:

Training Information as required by the California Department of Public Health Guidance is sourced from the CDC (Centers for Disease Control):

1. Employees shall watch safety video “COVID-19: How to Protect Yourself and Others” on TCSIG safety training videos which covers the information below. **Click on** the underlined items below to go to CDC/CDPH/ and other source.
 - a. [Information on COVID-19](#)
 - b. [Preventing the Spread](#)
 - c. [Vulnerable/High Risk Individuals](#)
 - d. [Self-Screening Instructions/Symptom Checks based on the CDC Guidelines](#)
 - e. [Sick Employees:](#) The importance of not coming to work if employees have a frequent cough, fever, difficulty breathing, chills, muscle pain, headache, sore throat, recent loss of taste or smell, or if they or someone they live with have been diagnosed with COVID-19.
 - f. [When to seek medical attention:](#) Look for emergency warning signs* for COVID-19. If someone is showing any of these signs, seek emergency medical care immediately, trouble

breathing, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face. **This list is not all possible symptoms.* Please call your medical provider for any other symptoms that are severe or concerning to you.

g. [The importance of hand washing](#)

h. [The importance of physical distancing](#), both at work and off work time.

2. Face Coverings:

a. [Face coverings, masks, and respirators](#) – Information & Overview

b. [Face coverings, masks & respirators](#) – Handout

c. [Use Masks to Slow the Spread of COVID-19](#) – CDC Recommendations

3. Employees are assigned the following safety video on Healthy Schools Act – Integrated Pest Management Training. This video is assigned [to all teachers, staff, and volunteers who use sanitizing wipes or sprays](#).

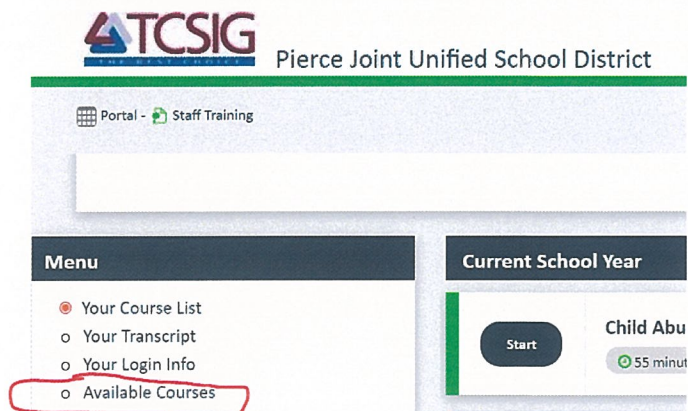
Additional training materials below contain COVID-19 awareness as well as optional supplemental information on Coping with Stress and Anxiety techniques and other COVID-19 information

Optional Training: [“Managing Stress and Anxiety during the Coronavirus Pandemic”](#)

Optional Training: [“COVID-19: How to Clean and Disinfect Your School”](#)

Optional Training: [“COVID-19: How to Protect Yourself and Others”](#)

Optional Training: [“COVID-19: Help Stop the Spread”](#)



These additional training links will take you to the TCSIG safety video log on. You will find these videos under “Available Courses” in alphabetical order.

Appendix G: Documentation of Employee COVID-19 Vaccination Status

CONFIDENTIAL

Employee Name	Fully or Partially Vaccinated ¹	Method of Documentation ²

¹Update, accordingly and maintain as confidential medical record

²Acceptable options include:

- Employees provide proof of vaccination (vaccine card, image of vaccine card or health care documents showing vaccination status) and employer maintains a copy.
- Employees provide proof of vaccination. The employer maintains a record of the employees who presented, proof, but not the vaccine record itself.
- Employees self-attest to vaccination status and employer maintains a record of who self-attests.

Pierce Joint Unified School District
540-A 6th Street Arbuckle, CA 95912
(530) 476-2892 * FAX (530) 476-2289
Thursday June 17, 2021 5:00 pm
Pierce Joint Unified School District
Technology Building
940A Wildwood Road, Arbuckle CA 95912
Regular Board Meeting Minutes

Governing Board:

Amy Charter, President

Abel Gomez, Vice President

Barbara Bair, Clerk

John R. Friel, Member

George Green, Member

1. CALL TO ORDER

President Amy Charter called the meeting to order at 5:00 p.m.

Members Present: George Green, Abel Gomez, Amy Charter, and Barbara Bair

Absent: John R. Friel

Others Present: Carol Geyer, Daena Meras, Dave Vujovich, Laura Hansen, Melanie Brackett, and Francisco Mendoza.

George Green led the *Pledge of Allegiance*

A. *Pledge of Allegiance*

A motion was made by Mrs. Bair and seconded by Mr. Green to approve the agenda. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

2. APPROVAL OF AGENDA

3. HEARING OF THE PUBLIC – Hearing of the Public will begin at 6:00 p.m. (Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)

- A. The 2021/22 Budget, LCFF (Local Control Funding Formula)
- B. The 2021/22 Budget Attachment: Balances in Excess of Minimum Reserve Requirements
- C. The 2021/22 LCFF Budget Overview for Parents
- D. The 2021/22 LCAP Annual Update
- E. The 2021/22 LCAP (Local Control Accountability Plan)
- F. The 2021/22 Education Protection Account (EPA)
- G. 2021/22 Sunshine Proposal from Pierce Joint Unified Educators Association to the Pierce Joint Unified School District
- H. 2021/22 Sunshine Proposal from Pierce Joint Unified School District to the Pierce Joint Unified Educators Association

Daena Meras outlined the 2021/22 LCFF Budget.

4. PRINCIPAL'S REPORTS – NWEA BENCHMARK:

- A. Arbuckle Elementary School/Grand Island Elementary School

- B. Lloyd G. Johnson Junior High School
- C. Pierce High School/Arbuckle
Alternative High School

Laura Hansen outlined the NWEA test results for Arbuckle Elementary and Grand Island Elementary. She outlined how the teachers will use the growth reports to plan their instruction for next year. Mrs. Bair asked if there is time for 5th grade and 6th grade teachers to collaborate. Mrs. Hansen responded that it used to happen and she hopes to start that process again. She added that Summer School is busy. The students are having fun.

Mrs. Geyer gave the following report in Jessica Geierman's absence. The first week of summer school has been a hit. Students have learned valuable water lifesaving skills and are experimenting with art mediums. Elevate students have hit the ground running with fabulous teachers. She is in awe of their ability to make math come alive. She has been out this week and is grateful for the support of her staff. She reported that all but 6 students took the NWEA test at Lloyd G. Johnson Junior High and that teachers made great progress with the students during this tumultuous pandemic year. She is proud of the perseverance the students have shown. The scores will be used to guide teaching next year. With a stellar teaching team, informative data, and a supportive Board, she looks forward to the accomplishments that will be made in the 2021/22 school year. Mrs. Geyer added that all of the sites will be receiving training from NWEA consultants who will be onsite for professional development so teachers can use the NWEA data to plan instruction in their classrooms based on the need of students.

Dave Vujovich outlined the NWEA test results for Pierce High School. He reported that summer school is going great and gave a brief report on the enrollment and attendance. He stated that Mr. Green's Esports Camp has approximately 7 students and kids are having a good time. He gave an update on the enrollment in the Elevate class and on the other summer school classes at Pierce High School. He reported that math interviews were held today. He outlined the candidate qualifications.

Francisco Mendoza reported that the pool is open. He reported that the health department inspection went well. He reported that a terminal inspection was held last week and a follow up visit is scheduled for tomorrow. He reported on the summer bus routes and how suburbans are being used. He reported on the summer cleaning crew and outlined the cleaning schedule. Mr. Gomez asked if the district has received notice to conserve water. Mrs. Geyer responded that no formal request has been made. Francisco added that he and Mary Grimmer attended the Water District Board Meeting and have closed the pool on Saturdays to conserve water. He reported on other

5. REPORTS:

A. Transportation/Facilities Report

ways the district will be conserving water and outlined the landscaping watering schedule. There was brief discussion regarding the watering schedule.

George Parker gave an update on the progress of projects in the district. He reported that a CBOC meeting was held on Monday where the CBOC Annual Report was submitted. He outlined the meeting topics. He reported that work continues on the North Gym and outlined the progress. He reported that the project should be complete in a couple of weeks. He has received information from Gary Lederer on the next phase of the Ag electrical project in the welding shop. He is working up a plan to get vendor quotes for the work. He reported that information on the Agricultural Career Technical Education Learning Center Project will appear later in the agenda and he is very excited about this project. He reported that the solar project is 90% designed. He outlined the timeline of the project and reported that some of the work will be done during school hours. The plans are set to be submitted to DSA the first part of July. His hope is that by the end of July some of the work will have started.

B. Technology Report

Jeff Stuivenberg reported that the IT department has been supporting the cleaning crew by removing technology from classrooms before they are cleaned. He thanked his team and Paco for the great communication while this process is taking place. He reported that the senior Chromebook return was successful. He is currently working on new account creations for new staff. He is working on setting up summer school in Aeries and setting up Esports for the summer camp. He stated that the last round of Prowise interactive white boards were deployed which means there is one in each classroom. Three students are signed up to attend the Chromebook Boot Camp that starts on Monday. The camp will be a three-day training on how to troubleshoot and repair Chromebooks. His hope is to hire these students during the summer and into next year to help with Chromebook repairs. He reported on a few small projects that are going on in the district. Mrs. Bair asked for an update on the Edunet system. Jeff reported that 10 units have been deployed to students in the area around 2nd street. To date the units have not been turned on or used. He is working on a follow up survey to send to the students to see if there is a problem, if they have just not turned them on, or there is no longer a need for the equipment. There was discussion regarding Edunet and how the immediate need for internet connections for students has gone down since so many students are back to in-person attendance. He also reported that the recalled hotspots have been turned off and disconnected. He is hoping this will urge more parents to come in since their hotspots have been turned off to see receive a new hotspot or see if they qualify for an Edunet router. He is also looking into setting up external routers in the more rural areas and is looking for a company to do the installation. He is working with the County office on this project.

Mrs. Bair stated that she would like to see this equipment up and running and she believes that the need is still there for students to be able to have reliable internet. Jeff gave an outline of where external routers should be placed in order for students to benefit from the equipment. Mrs. Geyer added that she has asked Jeff to focus on the 10 internal routers that have already been deployed, to find out why they are not being used. Then move forward with the external routers.

The 2020/21 Staff Development Report was submitted to the Board. Mrs. Geyer reported that this is an annual report showing the professional development activities at each site.

The Annual School Nurse Report was submitted to the Board. Mrs. Geyer reported that Janet Myers was able to get all of the vision and hearing screening done for the school year, even with COVID.

The minutes from the June 1, 2021 DELAC Meeting were submitted to the Board. Mrs. Geyer reported that it was a great DELAC meeting with good attendance. She reported that good questions were asked by the committee which are reflected in the minutes.

The minutes from the June 7, 2021 PAC Meeting were omitted from the packet. They will be submitted at the July 15, 2021 Regular Board Meeting.

The 4th Quarter Discipline Report for the 2020/21 school year was submitted to the Board.

Dave Vujovich submitted a timeline of the WASC visits that will be happening next year.

No report was given.

No report was given.

The Board reviewed the Extracurricular and Cocurricular Activities Board Policy and Administrative Regulation. No changes were made.

Mrs. Geyer gave some examples of topics for the Board Planning Meeting. She reported that the Board has shown interest in discussing policies that have come before the Board for updating. She suggested that the planning day be spent discussing the policies and further suggested that the regular July Board meeting could start earlier than the normal 5:00 pm start time. She asked the Board for input. There

C. 2020/21 Staff Development Report

D. Annual School Nurse Report

E. DELAC (District English Learner Advisory Committee) Report

F. PAC (Parent Advisory Committee) Report

G. 4th Quarter Discipline Report 2020/21

H. WASC Action Plan Report

6. PJUEA (Pierce Joint Unified Educators Association) Report

7. CSEA (California School Employees Association) Report

8. Extracurricular and Cocurricular Activities Board Policy/Administrative Regulation Annual Review

9. Consider and approve **Date for Board Planning Meeting**

was further discussion regarding the policy discussion and it was decided to start the July 15, 2021 Regular Board meeting at 1:00 pm. A motion was made by Mr. Gomez and seconded by Mrs. Bair to approve July 15th as the date for the 2021/22 Board Planning Meeting. The meeting will begin at 1:00 p.m. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

Mrs. Geyer reported that this resolution came before the Board once before, but the withdrawal from the JPA did not occur. The process has begun again and a new resolution is needed. A motion was made by Mrs. Bair and seconded by Mr. Green to approve Resolution 20/21 – 22: Intent to Withdraw from Schools Excess Liability Fund JPA. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

Ms. Meras reported that this is an annual resolution. A motion was made by Mr. Green and seconded by Mr. Gomez to approve Resolution 20/21 – 23: Resolution Authorizing for the District and/or Colusa County Office of Education to Make Year End Budgetary Adjustments. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

Ms. Meras reported that this is an annual resolution and outlined the resolution that goes with the annual budget. A motion was made by Mr. Gomez and seconded by Mrs. Bair to approve Resolution 20/21 – 24: Budget Attachment – Balances in Excess of Minimum Reserve Requirements. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

Ms. Meras reported that this is an annual resolution and outlined the resolution that goes with the annual budget. A motion was made by Mrs. Bair and seconded by Mr. Green to approve Resolution 20/21 – 25: Resolution Regarding the 2020/21 Education Protection Act. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

A motion was made by Mr. Green and seconded by Mr. Gomez to approve the 2021/22 Carl D. Perkins Career and Technical Education

10. Consider and approve **Resolution 20/21 – 22: Intent to Withdraw from Schools Excess Liability Fund JPA**

11. Consider and approve **Resolution 20/21 – 23: Resolution Authorizing for the District and/or Colusa County Office of Education to Make Year End Budgetary Adjustments**

12. Consider and approve **Resolution 20/21 – 24: Budget Attachment – Balances in Excess of Minimum Reserve Requirements**

13. Consider and approve **Resolution 20/21 – 25: Resolution Regarding the 2020/21 Education Protection Act**

14. Consider and approve **2021/22 Carl D. Perkins Career and Technical Education Grant**

Grant. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

A motion was made by Mrs. Bair and seconded by Mr. Gomez to approve the 2021/22 Budget Calendar. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

A motion was made by Mr. Green and seconded by Mr. Gomez to approve the School Plans for Student Achievement A - E. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

A motion was made by Mr. Gomez and seconded by Mrs. Bair to approve the Sunshine Proposal from Pierce Joint Educators Association (PJUEA) to the Pierce Joint Unified School District ("District"). Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

A motion was made by Mr. Gomez and seconded by Mr. Green to approve the Sunshine Proposal from Pierce Joint Unified School District ("District") to the Pierce Joint Unified Educators Association (PJUEA). Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

Mr. Parker gave an outline of the timeline of this project's bid process. He reported on the process that he took to ensure the project bids would come in on budget. A motion was made by Mr. Gomez and seconded by Mr. Green to approve Ginno Construction, Inc. as the Low Bidder for the Agricultural Career Technical Education Learning Center Project at Pierce High School. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

15. Consider and approve **2021/22 Budget Calendar**

16. Consider and approve **School Plan for Student Achievement** for:

- A. Arbuckle Elementary School
- B. Grand Island Elementary School
- C. Lloyd G. Johnson Junior High School
- D. Pierce High School
- E. Arbuckle Alternative High School

17. Consider and approve **Sunshine Proposal from Pierce Joint Unified Educators Association (PJUEA) to the Pierce Joint Unified School District ("District")**

18. Consider and approve **Sunshine Proposal from Pierce Joint Unified School District ("District") to the Pierce Joint Unified Educators Association (PJUEA)**

19. Consider and approve **Ginno Construction, Inc. as the Low Bidder for the Agricultural Career Technical Education Learning Center Project at Pierce High School**

A motion was made by Mr. Green and seconded by Mrs. Bair to approve the Agreement between Pierce Joint Unified School District and Ginno Construction, Inc. for the Agricultural Career Technical Education Learning Center Project at Pierce High School. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

A motion was made by Mrs. Bair and seconded by Mr. Green to approve the Agreement between Pierce Joint Unified School District and MCF Construction Services for Inspection Services for the Agricultural Career Center Project at Pierce High School. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

A motion was made by Mr. Green and seconded by Mrs. Bair to approve the Agreement between Terracon Consultants, Inc. and Pierce Joint Unified School District for Special Testing and Inspection for the Agricultural Career Technical Education Learning Center Project at Pierce High School. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

A motion was made by Mr. Gomez and seconded by Mr. Green to approve the Surplus Materials – School Bus. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

20. Consider and approve **Agreement between Pierce Joint Unified School District and Ginno Construction, Inc. for the Agricultural Career Technical Education Learning Center Project at Pierce High School**

21. Consider and approve **Agreement between Pierce Joint Unified School District and MCF Construction Services for Inspection Services for the Agricultural Career Center Project at Pierce High School**

22. Consider and approve **Agreement between Terracon Consultants, Inc. and Pierce Joint Unified School District for Special Testing and Inspection for the Agricultural Career Technical Education Learning Center Project at Pierce High School**

23. Consider and approve **Surplus Materials – School Bus**

24. Consider and approve **Consent Agenda:**
A. Minutes of May 20, 2021 Regular Board Meeting
B. Warrant List for May 2021
C. Interdistrict Transfers:
1. Transferring IN for the 2021/22 School Year:
a. Nine (9) Students from Williams CA

- (1) new
- b. One (12) Student from Red Bluff, CA
- new

- D. Contracts:
 - 1. Agreement between Pierce Joint Unified School District and Public School Works for Student Safety Program

Mrs. Bair asked about the Agreement with School Works for Student Safety Program. Mrs., Geyer outlined the program that will be used to track bullying in the district. A motion was made by Mrs. Bair and seconded by Mr. Gomez to approve the Consent Agenda. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

- 25. Items to be agendized for next regular meeting

June 21, 2021:
Board Self Evaluation
LCAP and Budget documents approval
LCAP Local Indicator Report
CBOC Annual Report
Ag Incentive Grant
PAC minutes
Overnight Field Trip Requests
July 15, 2021:
Discussion on Policies

- 26. Superintendent's Report

Mrs. Geyer thanked the principals for adding summer school to their plates this year. She outlined the programs that are running during the summer. She reported on the required state reporting that was being done during the regular school year once the schools reopened included reporting students who are attending in-person and who are distance learning. The summer school reporting is asking if students are in acceleration, remedial, or enrichment programs. She reported that summer school looks a lot different this year. All departments are doing a great job and she appreciates them. She thanked George Parker for doing his due diligence in bringing the Agricultural Career Technical Education Learning Center Project at Pierce High School in on budget. She asked the Board to mark their calendars for August 9th to meet with Bob Caine after he works with the middle school and the high school earlier that day. She is waiting on CDC and CDPH to provide guidance on mask wearing for students for the 2021/22 school year. At this point they are anticipating that masks will be required for the next school year. She outlined planning ideas for the 2021/22 school year. She stated that the district breakfast will be August 10th and hopes it will be a typical school year.

- 27. Board President's Report

No report was given.

28. CLOSED SESSION:

A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

1.	Certification	Position	Status
	Certificated	Summer Academy 3 rd Grade Teacher	Hiring
	Certificated	Business Teacher	Resignation
	Classified	Kindergarten Para Educator	Resignation
	Classified	Utility Technician/ Bus Driver	Resignation
	Classified	After School Program Site Lead	Resignation
	Classified	Substitute Administrative Assistant	Hiring

2. Hiring of Santana King as K-12 Intervention and Prevention Counselor for the Pierce Joint Unified School District on a Variable Term Credential Waiver

B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release

C. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association)

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Superintendent: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to hold discussion concerning employment agreement for unrepresented employee.

Unrepresented employee: Superintendent;
 Agency Negotiator: Board President

The Board went into CLOSED SESSION at 6:22 p.m.

29. OPEN SESSION - Report Action Taken in
 CLOSED SESSION

The Board reconvened at 7:18 p.m. and reported action taken on the following:

- A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

1.	Certification	Position	Status
	Certificated	Summer Academy 3 rd Grade Teacher	Hiring
	Certificated	Business Teacher	Resignation
	Classified	Kindergarten Para Educator	Resignation
	Classified	Utility Technician/ Bus Driver	Resignation
	Classified	After School Program Site Lead	Resignation
	Classified	Substitute Administrative Assistant	Hiring

A motion was made by Mr. Green and seconded by Mr. Gomez to approve the PUBLIC EMPLOYMENT Item 1. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

2. Hiring of Santana King as k-12 Intervention and Prevention Counselor for the Pierce Joint Unified School District on a Variable Term Credential Waiver

A motion was made by Mr. Green and seconded by Mr. Gomez to approve the PUBLIC EMPLOYMENT Item 1. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Friel

- B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release.
No ACTION was taken

C. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association) **No ACTION was taken**

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Superintendent: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to hold discussion concerning employment agreement for unrepresented employee. Unrepresented employee: Superintendent; Agency Negotiator: Board President
No ACTION was taken

The Board adjourned at 7:19 p.m.

30. ADJOURN

Carol Geyer, Secretary to the Board
of Trustees

Pierce Joint Unified School District
540-A 6th Street Arbuckle, CA 95912
(530) 476-2892 * FAX (530) 476-2289
Monday, June 21, 2021 9:00 a.m.
Pierce Joint Unified School District
Technology Building
940A Wildwood Road, Arbuckle CA 95912
Regular Board Meeting Minutes

Governing Board:

Amy Charter, President

Abel Gomez, Vice President

Barbara Bair, Clerk

John R. Friel, Member

George Green, Member

1. CALL TO ORDER

President Amy Charter called the meeting to order at 9:00 a.m.

Members Present: George Green, Abel Gomez, John R. Friel, Amy Charter, and Barbara Bair

Absent:

Others Present: Carol Geyer, Daena Meras, and Melanie Brackett

Barbara Bair led the *Pledge of Allegiance*

A. *Pledge of Allegiance*

A motion was made by Mr. Gomez and seconded by Mrs. Bair to approve the agenda. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

2. APPROVAL OF AGENDA

No one spoke at this time.

The 2020/21 Citizens' Bond Oversight Committee Annual Report was submitted to the Board. There were no questions.

The minutes from the June 14, 2021 Citizens' Bond Oversight Committee meeting were submitted to the Board. There were no questions.

The LCAP Local Performance Indicators Report was submitted to the Board. This report was presented to the Board at the May board meeting and needed to be brought back and reported on at the board meeting when the LCAP is approved.

3. HEARING OF THE PUBLIC – (Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)

4. REPORTS:

A. CBOC Annual Report

B. CBOC Meeting Report

C. LCAP Local Performance Indicators Report

5. Consider and approve **2021/22 LCAP (Local Control Accountability Plan); LCFF Budget Overview for Parents; LCAP Annual Update**

A motion was made by Mr. Green and seconded by Mrs. Bair to approve the 2021/22 LCAP (Local Control Accountability Plan);

LCFF Budget Overview for Parents; LCAP Annual Update.
Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and
Mrs. Bair. Voting No: None. Absent: None.

A motion was made by Mr. Gomez and seconded by Mr. Friel to
approve the 2021/22 Budget, LCFF (Local Control Funding
Formula). Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr.
Friel, and Mrs. Bair. Voting No: None. Absent: None.

Mrs. Geyer reported that Mr. Ornbaun graduated from UC Davis
with a science degree and will enter into an internship program.
She outlined the need for Board approval for this internship. A
motion was made by Mr. Friel and seconded by Mr. Green to
approve the Provisional Internship Permit Status for Cody
Ornbaun Teaching Science to Grades 9-2 at Pierce High School.
Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and
Mrs. Bair. Voting No: None. Absent: None.

Mrs. Geyer reported that Ms. Reading is in the process of obtaining
a CTE credential in Art. She outlined the need for Board approval
for this internship. There was discussion regarding whether Ms.
Reading could teach a dual enrollment art course. Mrs. Geyer
reported that the CTE credential will allow for a possible CTE
pathway in art and would allow art courses to count for the CTE
graduation requirement. A motion was made by Mr. Gomez and
seconded by Mrs. Bair to approve the Provisional Internship
Permit Status for Sierra Reading Teaching Art to Grades 9-2 at
Pierce High School. Voting Aye: Mr. Gomez, Mr. Green, Mrs.
Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent:
None.

Mrs. Geyer reported that she and the Board discussed the
Superintendent contract at length at the May board meeting in
closed session. Mrs. Bair stated that there have been no increases
to the Superintendent position for some time and that there was a
need to bring the Superintendent salary schedule up to the same
level as positions in the surrounding areas. Mrs. Charter added that

6. Consider and approve **2021/22 Budget, LCFF
(Local Control Funding Formula)**
7. Consider and approve **Provisional Internship
Permit Status for Cody Ornbaun Teaching
Science to Grades 9-12 at Pierce High
School**
8. Consider and approve **Provisional Internship
Permit Status for Sierra Reading teaching
Art to Grades 9-12 at Pierce High School**
9. Consider and approve **Amendment to
Employment Contract between Carol
Geyer, Superintendent and the Board of
Trustees for the Pierce Joint Unified School
District**

every other position in the district is on a step and column salary schedule, but the Superintendent's position has been allowed to lapse and remain the same. She added that the Superintendent position is the only position that does not have step and column increases so the salary schedule needs to be discussed annually in order to maintain the proper schedule. Mr. Green added that he is in favor of this increase, and would like to have seen an increase across the district. A motion was made by Mr. Gomez and seconded by Mr. Green to approve the Amendment to Employment Contract between Carol Geyer, Superintendent and the Board of Trustees for the Pierce Joint Unified School District. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

10. Consider and approve **Superintendent Salary Schedule**

Mrs. Geyer reported that the salary schedule needs to be approved separately from the contract. A motion was made by Mrs. Bair and seconded by Mr. Green to approve the Superintendent Salary Schedule. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

11. Consider and approve **Chief Business Official Salary Schedule**

Mr. Friel asked for clarification on the change in the salary schedule. Mrs. Geyer reported that this is an increase to the Chief Business Official salary schedule. There was discussion regarding the Chief Business Official position and the hard work that Daena Meras is doing. The extra duties that she has had to take on recently were also discussed. Mr. Friel added that he would like to see everyone, including teachers get a raise. Mrs. Geyer reported that negotiations would begin soon for the 2021/22 school year. There was brief discussion regarding the process with negotiations and the difference between represented and unrepresented employees. There was discussion regarding unrepresented employees and step and column raises were outlined. There was discussion regarding salary comparisons and when the unrepresented salary schedule had last been changed. Ms. Meras reported that a new position was added to the salary schedule when the M&O Manager position was added. Mrs. Geyer reported that salary comparisons will be brought before the Board for positions across the district. She added that the district is very comparable with similar districts with teacher salaries, but falls short on service credits. She reported that the district allows for 9 years of service credit for teachers coming into the district. She gave the example of a 20 year teacher coming to our district would only be placed at 10 years on the salary schedule. Mrs. Bair stated that the district always has the option to not offer a job to a candidate, but it would be good to have the leverage of offering a veteran teacher a higher

salary. There was discussion regarding service credits. Mrs. Geyer reported that a change would need to be approved by both the Board and the association and outlined the process. Mr. Green stated that while he is in favor of looking at salary comparisons, he believes the district employees should be rewarded because they are doing a great job. Mrs. Geyer outlined the teacher salary schedule step and column moves. There was discussion regarding the teacher salary schedule. There was also discussion regarding principal salaries vs. vice-principal salaries and step increases in both positions. There was further discussion regarding service credits, longevity compensation, and salary comparisons. A motion was made by Mrs. Bair and seconded by Mr. Gomez to approve the Chief Business Official Salary Schedule. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None

A motion was made by Mr. Friel and seconded by Mr. Green to approve the Agriculture Career and Technical Education Grant. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

A motion was made by Mr. Friel and seconded by Mrs. Bair to approve the Overnight Field Trip Requests A-C. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

The Board conducted their 2020/21 Self Evaluation.

The Board went into CLOSED SESSION at 10:09 a.m.

12. Consider and approve **Agriculture Career and Technical Education Grant**

13. Consider and approve **Overnight Field Trip Requests:**

- A. **FFA Officer Retreat – Dunsmuir CA**
- B. **FFA Superior Region Chapter Officer Leadership Conference – Location Pending**
- C. **FFA National Convention – Indianapolis, Indiana**

14. 2020/21 Board Self Evaluation

15. CLOSED SESSION:

A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

Certification	Position	Status
Certificated	Summer School Teacher (5 positions)	Hiring
Classified	Substitute Groundsworker	Hiring

16. OPEN SESSION - Report Action Taken in
CLOSED SESSION

The Board reconvened at 10:09 a.m. and reported action taken on the following:

- A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:
A motion was made by Mr. Gomez and seconded by Mr. Friel to approve the PUBLIC EMPLOYMENT. Voting Aye: Mr. Gomez, Mr. Green, Mr. Friel, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None

Certification	Position	Status
Certificated	Summer School Teacher (5 positions)	Hiring
Classified	Substitute Groundsworker	Hiring

The Board adjourned at 10:10 a.m.

17. ADJOURN

Carol Geyer, Secretary to the Board
of Trustees

Checks Dated 06/01/2021 through 06/30/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00421143	06/04/2021	ARBUCKLE PUBLIC UTILITY DIST	01-5510	WATER SEWER		50.00
00421144	06/04/2021	BIMBO BAKERIES USA	13-4700	BREAD SUPL		469.56
00421145	06/04/2021	CALIFORNIA SCHOOL BOARD ASSOC.	01-5200	GOVERNANCE WORKSHOPS		2,700.00
00421146	06/04/2021	CAPITOL ADVISORS GROUP, LLC	01-5800	Tech Consulting Services March-June 2021		3,000.00
00421147	06/04/2021	CINTAS	01-5800	LINEN SUPL	212.34	
			13-5800	LINEN SUPL	295.41	507.75
00421148	06/04/2021	Dorantes, Angela	01-5200	MILEAGE TO CCOE		21.28
00421149	06/04/2021	FRONTIER	01-5900	PHONE SVC		10,004.90
00421150	06/04/2021	GAYNOR TELESYSTEMS INC	01-6400	Replacement camera systems @ AES, GIE & JJH		29,520.86
00421151	06/04/2021	GOLD STAR FOODS	13-4300	CAFE SUPL	182.85	
			13-4700	CAFE SUPL	4,551.37	4,734.22
00421152	06/04/2021	High, Nadine	01-4300	CAKE FOR RETIREMENT CELEBRATION		31.98
00421153	06/04/2021	INSECT LORE	01-4300	Science project		234.45
00421154	06/04/2021	JAMES MARTA & COMPANY LLP	01-5880	AUDIT SERVICES		4,500.00
00421155	06/04/2021	Maldonado Lopez, Cielo	01-5821	LIVE SCAN FEE REIMB		32.00
00421156	06/04/2021	NCOA-CHICO	01-4300	SPRING 2021 HOME GAMES		52.64
00421157	06/04/2021	SACRAMENTO CO. OFFICE OF EDUC	01-5200	Webinar-Improving Word Level Reading Skills		50.00
00421158	06/04/2021	SCHOLASTIC BOOK CLUBS	01-4200	Library grant-books	54.16	
				Replace Lost Library Books Covid	123.34	177.50
00421159	06/04/2021	SCHOLASTIC INC	01-4200	Replace Lost Library Books Covid		33.20
00421160	06/04/2021	SCHOOL SPECIALTY LLC	01-4300	Jennifer Supplies	34.27	
				Supplies- Summer Academy	86.73	121.00
00421161	06/04/2021	SIERRA STRIPING & SEALCOATING	01-6200	Install Traffic Markings Safety Devices - PHS Xing		5,230.00
00421162	06/04/2021	STAPLES ADVANTAGE	01-4300	Copy Paper and Office supplies	214.55	
				Office Supl	72.88	
			01-4320	Cindy Ink Toner	127.57	
				OFFICE SUPL	197.28	
				Printer toner	844.52	1,456.80
00421163	06/04/2021	T-MOBILE	01-5900	200 T-Mobile Hotspots Monthly Billing		2,000.00
00421164	06/04/2021	TRI-COUNTY SCHOOLS INS GROUP	01-3402	JUNE HLTH	9,952.00	
			01-5822	TB ASSESSMENT	50.00	
			01-9514	JUNE HLTH	16,952.00	26,954.00
00421303	06/11/2021	A-Z BUS SALES INC-SACRAMENTO	01-6400	(2) Blue Bird T3RE 3904 78 Seat Elect. Buses		794,667.26
00421304	06/11/2021	ADVANCED TIMING	01-4300	TIMING-SVC SVL CHAMPSHP		800.00

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ESCAPE ONLINE

Checks Dated 06/01/2021 through 06/30/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00421305	06/11/2021	ADVANCED WORKPLACE STRATEGIES	01-5800	ON-SITE COLLECTION TRAVEL FEE		50.50
00421306	06/11/2021	ALHAMBRA	01-4300	WATER SUPL		136.98
00421307	06/11/2021	ALL SEASONS PAINT	01-4300	POOL PAINT		2,052.19
00421308	06/11/2021	ALMOND DIESEL REPAIR INC	01-5600	NEW TIRE		786.46
00421309	06/11/2021	ALSCO GEYER IRRIGATION INC	01-4300	PARTS SUPL		86.41
00421310	06/11/2021	Ambriz, Erica	01-5200	GIE MILEAGE		72.80
00421311	06/11/2021	Barham, Jennifer	01-4300	TCHR SUPL		152.68
00421312	06/11/2021	BEELER TRACTOR CO	01-4400	Grasshopper Mower Deck		2,651.60
00421313	06/11/2021	BIMBO BAKERIES USA	13-4700	BREAD SUPL		76.83
00421314	06/11/2021	CA STATE UNIVERSITY, CHICO CASHIERING OFFICE	01-5800	INTERN FEES 2021		1,500.00
00421315	06/11/2021	CINTAS	01-5800	LINEN SVC	283.12	
			13-5800	LINEN SVC	393.88	677.00
00421316	06/11/2021	DANIELSEN CO.	13-4300	CAFE SUPL	427.54	
			13-4700	CAFE SUPL	1,960.30	2,387.84
00421317	06/11/2021	Diaz, Maryann	01-4300	JJH PLAQUE		4.85
00421318	06/11/2021	Dorantes, Veronica	01-4300	GRADUATION SUPL		19.82
00421319	06/11/2021	EAGLE ARCHITECTS	21-6200	PHS CLSRM MODERNIZATION		2,827.50
00421320	06/11/2021	EASTBAY	01-4300	Basketballs-covid		851.87
00421321	06/11/2021	EV CONNECT	01-6400	(2) BTC-70 AMP Bus Charging Stations		12,604.28
00421322	06/11/2021	FOLLETT SCHOOL SOLUTIONS INC	01-4200	Library Grant books		2,324.20
00421323	06/11/2021	Geierman, Jessica	01-4300	NWEA STDNT INCENTIVES		91.15
00421324	06/11/2021	GENERAL PRODUCE COMPANY, LTD	13-4700	CAFE SUPL		2,935.35
00421325	06/11/2021	GOLD STAR FOODS	13-4700	CAFE SUPL		2.70
00421326	06/11/2021	Griffin, George	01-5200	GIE MILEAGE		72.80
00421327	06/11/2021	HOBLIT MOTORS	01-4400	CONVERTER-SUBURBAN	1,705.12	
			01-5600	2007 SUB SVC	564.62	2,269.74
00421328	06/11/2021	HYLEN DISTRIBUTING	13-4700	CAFE MILK SUPL		4,911.00
00421329	06/11/2021	INLAND BUSINESS SYSTEMS	01-5650	COPIER MAINT	244.53	
			01-5800	COPIER MAINT	677.61	922.14
00421330	06/11/2021	J-WALT CONSTRUCTION INC	21-6200	Alterations to Bldg, E at PHS	68,924.19	
			25-6200	Alterations to Bldg, E at PHS	50,804.07	119,728.26
00421331	06/11/2021	Jansen, Allison	01-4300	BALLOON SUPL FOR GRAD		34.15
00421332	06/11/2021	KING CONSULTING INC	25-5800	Professional Services for OPSC Applications		825.00
00421333	06/11/2021	ORLAND AUTO PARTS	01-4300	PARTS SUPL		1,611.43
00421334	06/11/2021	PACIFIC GAS & ELECTRIC	01-5530	GAS ELECTRIC		145.02
00421335	06/11/2021	RECOLOGY BUTTE COLUSA COUNTIES	01-5520	DISPOSAL SVC		3,991.95

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ESCAPE ONLINE

Checks Dated 06/01/2021 through 06/30/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00421336	06/11/2021	RYAN SHAW CONSTRUCTION	01-6200	Erect (2) Shade Structures AES & JJH - Labor		24,200.00
00421337	06/11/2021	SCHOLASTIC BOOK CLUBS	01-4200	Library grant-books	240.77	
				Replace Lost Library Books Covid	883.70	1,124.47
00421338	06/11/2021	SCHOLASTIC INC	01-4200	Library grant-books	330.25	
				Replace Lost Library Books Covid	24.31	354.56
00421339	06/11/2021	SCHOOL SPECIALTY LLC	01-4300	Summer Academy Supplies		109.45
00421340	06/11/2021	STEINMANN OFFICIATING SVC NCOA YUBA CITY	01-4300	BASEBALL APRL-JUNE	2,483.36	
				SOFTBALL APR-MAY	1,406.96	3,890.32
00421341	06/11/2021	STEVENSON PEST CONTROL	01-5800	20/21 Pest Control Fees		370.00
00421342	06/11/2021	TIAA BANK	01-5650	COPIER LEASE		219.06
00421343	06/11/2021	TWIN CITY TROPHIES	01-4300	GOLDEN BEAR AWARD		47.15
00421344	06/11/2021	Velazquez, Stacie	13-5200	MILEAGE REIMB FOR SUPL		188.50
00421345	06/11/2021	VERIZON WIRELESS	01-5900	Monthly cost data plan		5,102.68
00421346	06/11/2021	Waters, Scott T	01-5200	GIE MILEAGE		25.76
00421347	06/11/2021	WAXIE SANITARY SUPPLY	01-4300	FLOOR SUPL	909.39	
				MO FLOOR SUPL	3,637.58	
				MO SUPL	334.45	
				PARTS SUPL	108.89	
				RETURN CREDIT	92.13-	4,898.18
00421348	06/11/2021	White, Michele A	01-5200	GIE MILEAGE		43.68
00421349	06/11/2021	WILLIAMS PIONEER REVIEW	01-5820	VACANCY AD		80.00
00421467	06/18/2021	A-Z BUS SALES INC-SACRAMENTO	01-5800	BUS 5 SVC		140.00
00421468	06/18/2021	ABLE ASPHALT	01-5800	Repair AC Paving at AES - Shade Structure Area		7,500.00
00421469	06/18/2021	ACCESS INFORMATION MANAGEMENT	01-5800	SHRED SVC		64.42
00421470	06/18/2021	ALSCO GEYER ACE HARDWARE	01-4300	MO PARTS SUPL	212.55	
				NTE - School Farm Supplies	198.51	
				NTE Class/Shop Supplies (metal, wood, tools)	69.57	
				NTE Wood & Welding Supplies for Class Projects	18.76	
				PHS COVID/Supplies-zip ties/velcro/misc	147.70	
				NTE POOL SUPL	279.87	926.96
00421471	06/18/2021	AMERICAN DRUG SCREEN CORP	01-4300	Drug Testing Kits		158.33
00421472	06/18/2021	ARBUCKLE FOOD CENTER	01-4300	PHS SUPL/DO SUPL		112.64
00421473	06/18/2021	BIMBO BAKERIES USA	13-4700	BREAD SUPL		71.08

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ESCAPE ONLINE

Checks Dated 06/01/2021 through 06/30/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00421474	06/18/2021	Braud, Brigitte	01-4300	TCHR SUPL		86.35
00421475	06/18/2021	CALTRONICS BUSINESS SYSTEMS	01-5650	COPIER MAINT		61.38
00421476	06/18/2021	CIF NOTHERN SECTION	01-5200	M BARBER REGISTRATION-ATHL DIR WRKSHP		20.00
00421477	06/18/2021	COLLEGE BOARD	01-5800	AP TESTING		9,334.00
00421478	06/18/2021	COLUSA CO WATER WORKS DIST #1	01-5510	WATER SEWER		120.00
00421479	06/18/2021	DEPARTMENT OF JUSTICE ACCOUNTING OFC	01-5821	FINGERPRINT APP		96.00
00421480	06/18/2021	Dorantes, Angela	01-5200	MILEAGE REIMB		21.28
00421481	06/18/2021	EAGLE ARCHITECTS	25-6200	Design Services Girls Locker Room Alterations PHS		2,602.00
00421482	06/18/2021	ELB US INC	01-4400	15 Prowise interactive whiteboard COVID		80,789.56
00421483	06/18/2021	ENTERPRISE-RECORD MERCURY RECORD RED BLUFF DAILY	01-5820	VACANCY AD		646.38
00421484	06/18/2021	EXPLORELEARNING, LLC	01-4200	STEM Online Resource-AES Covid		3,295.00
00421485	06/18/2021	FLYERS ENERGY LLC DEPT #34516	01-4325	FUEL SUPL		1,713.40
00421486	06/18/2021	FOLLETT SCHOOL SOLUTIONS INC	01-4200	Library Grant books	426.85	
				Replace Lost Books COVID	345.73	772.58
00421487	06/18/2021	FRONTIER	01-5900	PHONE SVC		117.66
00421488	06/18/2021	Geierman, Jessica	01-4300	SUMMER SCHL SUPL		364.03
00421489	06/18/2021	GROW WEST	01-4300	ALMOND SUPL		1,630.37
00421490	06/18/2021	INLAND BUSINESS SYSTEMS	01-5650	COPIER MAINT		123.82
00421491	06/18/2021	LINCOLN AQUATICS	01-4300	DRUM CREDIT	400.00-	
				POOL PARTS	774.73	
				POOL SUPL	1,128.61	
			01-4400	LADDER/PARTS	2,704.88	4,208.22
00421492	06/18/2021	Minten, Tamara R	01-5200	MILEAGE REIMB		21.28
00421493	06/18/2021	Ornbaun, Mary	01-4300	AP TESTING SUPL	90.00	
				SNR NIGHT SUPL	41.95	
				SNR NIGHT/GRAD SUPL	262.23	394.18
00421494	06/18/2021	PACIFIC GAS & ELECTRIC	01-5530	BUS CHARGING STATION	825.51	
				GAS ELECTRIC	2,837.12	3,662.63
00421495	06/18/2021	PIERCE HIGH SCHOOL ASB	01-8699	CA FAM FOODS CK DEPOSIT TO ASB		100.00
00421496	06/18/2021	PIERCE JOINT UNIFIED SCHOOL REVOLVING ACCT	01-4400	2002 FORD F350 PURCHASE	13,500.00	
			01-9536	PIERCE REVOLVING-EDD/SDI	1,817.95	15,317.95
00421497	06/18/2021	PURCHASE POWER	01-5900	POSTAGE SUPL	3,000.00	
				REWARDS PT DISCOUNT	50.00-	2,950.00
00421498	06/18/2021	RECOLOGY BUTTE COLUSA	01-5520	DEBRIS BOX		682.79
00421499	06/18/2021	RIVERVIEW INTERNATIONAL TRUCKS	01-4300	BUS 6 PARTS		920.99

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ESCAPE ONLINE

Checks Dated 06/01/2021 through 06/30/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00421500	06/18/2021	SAC STATE/SUMMER ACADEMIES	01-5800	2021 SUMMER ACADEMIES		820.00
00421501	06/18/2021	SCHOLASTIC BOOK CLUBS	01-4200	Library grant-books		768.45
00421502	06/18/2021	SCHOLASTIC INC	01-4200	Library grant-books	8.74	
				Replace Lost Library Books Covid	26.27	35.01
00421503	06/18/2021	SCHOOL SPECIALTY LLC	01-4300	Clara Supplies	197.31	
				Classroom supplies	82.95	
				Jennifer B. Classroom Supplies	47.87	328.13
00421504	06/18/2021	Thomas, Andrea M	01-4300	TCHR SUPL		233.21
00421505	06/18/2021	U.S. BANK CORP PAYMENT SYS	01-4300	CROWN AWARDS-READING COUNTS	597.46	
				HOME DEPOT-POOL/MO SUPL	556.69	
				SIX FLAGS-8TH GRD TRIP	5,833.80	
			13-4300	US FOODS/CHEFS STORE-CAFE SUPL	47.18	
			13-4700	ARB FOOD CNTR-CAFE SUPL	8.58	
				CRESCO-CAFE SUPL	145.51	
				SAMS CLUB-CAFE SUPL	132.18	
				US FOODS/CHEFS STORE-CAFE SUPL	134.05	7,455.45
00421506	06/18/2021	UMPQUA BANK CORPORATE REAL ESTATE	01-5600	JULY OFC RENT 3901FAC1		550.00
00421507	06/18/2021	VERIZON WIRELESS	01-5900	PHONE SVC		675.78
00421508	06/18/2021	VOLTAGE SPECIALISTS	01-5800	FIRE ALARM SVC		487.00
00421509	06/18/2021	WASHBURN AG SERVICES	01-4300	Farm Supplies, Feed, etc		180.00
00421510	06/18/2021	WAXIE SANITARY SUPPLY	01-4300	MO SUPL		618.23
00421640	06/25/2021	CALIFORNIA'S VALUED TRUST	01-3401	JULY HLTH	9,488.14	
			01-9514	JULY HLTH	7,873.68	
				JULY HLTH- 20/21 JUNE PMT ADJ	127,411.60	144,773.42
00421641	06/25/2021	Cherry, Cora	01-5821	LIVE SCAN FEE		32.00
00421642	06/25/2021	Conrado, Molly	01-4300	TCHR SUPL		67.70
00421643	06/25/2021	CONTRACT PAPER GROUP	01-4300	DISTRICT OFFICE PAPER SUPL		1,422.14
00421644	06/25/2021	DEMCO INC	01-4300	Book binding tape-Library Covid		545.35
00421645	06/25/2021	Dorantes, Angela	01-5200	MILEAGE REIMB		21.28
00421646	06/25/2021	FLORA FRESH INC	01-4300	NTE - Floral Class Project Supplies		669.24
00421647	06/25/2021	FLYERS ENERGY LLC DEPT #34516	01-4325	FUEL SUPL		1,363.35
00421648	06/25/2021	FOLLETT SCHOOL SOLUTIONS INC	01-4200	Replace Lost Books COVID		668.79
00421649	06/25/2021	GOLD STAR FOODS	13-4300	CAFE SUPL	260.65	
			13-4700	CAFE SUPL	6,875.52	7,136.17
00421650	06/25/2021	Harris, Rakae	01-4300	SUMMER ACADEMY SUPL	211.53	
				Unpaid Sales Tax	14.30-	197.23
00421651	06/25/2021	HD SUPPLY FACILITIES MAINT	01-4300	FILTER SUPL	4,948.30	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 06/01/2021 through 06/30/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00421651	06/25/2021	HD SUPPLY FACILITIES MAINT	01-4300	PROMPT PAY DISC	19.07-	4,929.23
00421652	06/25/2021	LINCOLN AQUATICS	01-4300	DRUM RETURN	100.00-	
00421653	06/25/2021	LOZANO SMITH LLP	01-5870	POOL CHEMICAL SUPL	1,100.73	1,000.73
00421654	06/25/2021	MCF CONSTRUCTION SERVICES	01-6200	MAY SERVICES		785.50
			01-6200	DSA Inspections (Bldg E. & Shade Structures)	3,600.00	
			21-6200	DSA Inspections (Bldg E. & Shade Structures)	8,400.00	12,000.00
00421655	06/25/2021	PACIFIC GAS & ELECTRIC	01-5530	GAS ELECTRIC		20,853.89
00421656	06/25/2021	Parker, George	01-4300	PALLET JACK		271.35
00421657	06/25/2021	Pedrozo, Jill	01-4300	SUMMER ACADEMY SUPL		88.97
00421658	06/25/2021	PLATT ELECTRIC SUPPLY	01-4300	TRANS PARTS		869.86
00421659	06/25/2021	SCHOLASTIC INC	01-4200	Replace Lost Library Books Covid		1,215.41
00421660	06/25/2021	SCHOOL SPECIALTY LLC	01-4300	Clara Supplies	10.66	
				Classroom supplies	202.90	
				School Supplies	128.11	
				Supply Order	255.39	597.06
00421661	06/25/2021	STRICTLY TECHNOLOGY LLC	01-4300	15 Wireless keyboard mouse combo	450.45	
				IT supplies Replacement projector lamps	360.36	
			01-4400	2 color laser printers for JJH	1,177.61	1,988.42
00421662	06/25/2021	SYNCB/AMAZON	01-4200	COVID Book club books Gill JJH	115.68	
			01-4300	COVID Book club Taylor-JJH	80.48	
				Class supplies	91.32	
				Classroom Equip/supplies	68.81	
				Covid Counseling Needs SEL Grant	1,274.05	
				COVID testing prizes	217.34	
				Desk for Jennifer	107.24	
				Misc. Office Supplies & Tableclothes	242.25	
				Office	31.71	
				Office furniture	173.73-	
				Pre-Cut Tennis Balls	324.64	
				Summer Academy	116.13	
				Summer Academy supplies	602.34	
				Supplies	277.84	
				Supply order	21.32	
			13-4300	Cafe supl	186.71	
				Unpaid Sales Tax	1.53-	3,582.60

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Checks Dated 06/01/2021 through 06/30/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00421663	06/25/2021	SYNTHESIS PARTNERS, LLC	21-6200	A&E Design Services - PHS CTE Ad Learning Ctr		6,032.50
00421664	06/25/2021	WAXIE SANITARY SUPPLY	01-4300	MO SUPL		1,103.86
00421665	06/25/2021	WILLIAMS PIONEER REVIEW	01-5820	VACANCY AD	20.00	
				VACANCY ADS	160.00	180.00
Total Number of Checks					139	1,458,380.30

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund/county Sch.srv.fc	124	1,293,724.12
13	Cafeteria Fund	14	24,256.75
21	Building Fund	4	86,184.19
25	Capital Facilities Fund	3	54,231.07
Total Number of Checks		139	1,458,396.13
Less Unpaid Sales Tax Liability			15.83
Net (Check Amount)			1,458,380.30

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Sutter County Superintendent of Schools

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 1st day of July, 2021, by and between the Pierce Joint Unified School District (hereinafter referred to as “local educational agency” or “LEA”) having an address at 540 A Sixth St., Arbuckle, CA 95912-0239 and the Sutter County Superintendent of Schools, Region 3 Local Educational Consortium (hereinafter referred to as “LEC”) having an address at 970 Klamath Lane, Yuba City, CA 95993; (hereinafter referred to individually, the “Party” and collectively, the “Parties”).

RECITALS

- A. The Department of Health Care Services (“DHCS”) is the single State agency responsible for administering the California Medical Assistance Program (“Medi-Cal”) and the School-based Medi-Cal Administrative Activities Program (“SMAA”) for Local Educational Consortia, Region 3, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance (“CFDA”) number for this federal program is 93.778, Medical Assistance Program (“Medi-Cal”).
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association (“CCSESA”) LEC Region 3.
- C. LEC has entered into an Agreement with DHCS to serve LEA with Administrative Services Related to School-based Medi-Cal Administrative Activities.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for School-based Medi-Cal Administrative Activities (“SMAA”) services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 3 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to “CCSC”) to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:
 - Region 3 (Sutter County Superintendent of Schools)
 - Region 4 (Contra Costa County Office of Education)
 - Region 5 (Santa Cruz County Office of Education)
 - Region 6 (Stanislaus County Office of Education)

G. While the CCSC will combine Local Educational Consortiums for the purpose of creating a viable sample pool that can create a statistically valid random sample of moments, the claiming units will continue to individually invoice DHCS through their respective Local Educational Consortiums. DHCS will continue to enter into signed agreements with the individual Local Educational Consortiums and not enter into any agreement(s) with any consortia as a whole.

- Each quarter's survey moments will be randomly distributed among the consortia's claiming unit participants. All of the claiming units within the consortia that have satisfied the established participant standards will use the quarter's RMTS results for calculation on their individual invoice to be submitted to DHCS.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective commencing on July 1st, 2021 for preparing SMAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. The first claim shall be submitted for the July through September quarter, 2021.

The initial term of this Agreement shall be one (1) year commencing as of the date hereof. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one Party has provided written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement.

LEA may terminate this agreement, with or without cause, ninety (90) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the LEA has submitted a "Time Study Participant Roster Report" according to the DHCS SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The LEA will be responsible for maintaining participation during these quarters. If the LEA terminates on or before July 1st of any fiscal school year, the LEA will be responsible for the LEC fees for the next averaged quarter. Written notice must be sent to LEC and the LEA agrees to pay all LEC fees for services provided by the LEC through the effective date of termination.

2. OPERATING PROCEDURES/SERVICES PROVIDED

LEC shall be responsible for supporting the processing of all those RMTS claims for services rendered by LEA and its employees or agents as incorporated in this agreement as Exhibit A.

- A. Services Provided: LEC will provide the following services to LEA's. The LEC shall:
- (1) Coordinate, schedule, and provide necessary training to representatives of each LEA according to the DHCS SMAA RMTS requirements.
 - (2) Review and code all SMAA RMTS "moments", reviewing the moments to ensure

they are complete and assist participating LEA's to finalize the "moments".

- (3) Process RMTS moments for invoicing.
- (4) Provide the required SMAA documents for operational plans and give direction to LEA's for gathering necessary audit materials for each claiming unit for each quarter.
- (5) Prepare invoices for submittal to the Department of Health Care Services for each participating LEA for each survey quarter.
- (6) Provide the LEA a "hard copy" RMTS methodology to capture the moments for those Time Survey Participants (TSP) who cannot access the RMTS System Software Platform (SSP) for completing the assigned moment.
- (7) Provide the "Medi-Cal Eligibility Rate" from data submitted by LEA's.
- (8) Assist LEAs to prepare for Center for Medicare and Medicaid Services (CMS) and Department of Health Care Services site reviews and audits.
- (9) Perform all aspects of the Random Moment Time Study (RMTS) methodology processing and provide all necessary support, programs and processes for LEA participation.
- (10) LEC reserves the right to not certify invoices that do not comply with LEC, State and Federal SMAA requirements.
- (11) LEC shall certify to DHCS the amount of LEA general funds or other funds allowed under Federal law and regulation expended on the allowable SMAA activities.
- (12) LEC shall be the exclusive service provider for all SMAA Claiming Activities within Region 3 LEC Service Region, including but not limited to the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring and audit compliance.
- (13) LEC shall delegate certain administrative activities to vendors to assist with the administration of the program.
- (14) LEC shall certify to DHCS:
 - a. The availability and expenditure of funds for all non-Federal share costs of performing Program activities.
 - b. The expenditures of LEA that represent costs eligible for Federal financial participation in the fiscal year.
- (15) Issue reimbursement to District on claims approved and paid by DHCS within 30 days of receipt.
- (16) Maintain LEC SMAA Audit file, pursuant to the State-approved SMAA Claiming Plan.
- (17) LEC will act as the liaison between LEA and DHCS.

B. LEA shall provide the following and as incorporated in this agreement as Exhibit A.

- (1) Adhere to all timelines established by LEC and DHCS. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA RMTS claims pursuant to California law.
- (2) Initially and for every quarter thereafter, provide a Time Survey Participant Universe list with job titles and standardized work hours or "shifts" as defined for the RMTS System Software Platform (SSP) uploads and updates.

- (3) Yearly and quarterly, provide the LEC with board approved school calendars and notify the LEC of any changes in the approved school calendar throughout the school year.
- (4) Arrange for LEA Time Survey Participant (TSP) staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy the moments.
- (5) Arrange for the LEA SMAA Coordinator(s) or Designee to attend required training sessions related to the SSP and RMTS methodology and oversees the completion of the RMTS process.
- (6) Provide a contact person who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities.
- (7) Notify LEC of any errors and/or omissions in information sent to LEC so that LEC may process a claim adjustment for submission to Medi-Cal.
- (8) During each time study quarter, the LEA will be required to maintain a minimum response rate of eighty-five (85%) of the moments assigned the LEA TSP's. If the LEA is unable to maintain the required response rate, LEA will have sanctions applied according to the SMAA manual.
- (9) Federal regulations require that a LEA maintain all records in support of allowable SMAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an Audit file: these files must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a SMAA claim must be kept five years after the last claim revision.
- (10) LEA will ensure that invoice claims conform to all DHCS requirements at the time such claims are processed.
- (11) In the event an LEA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees.
- (12) The LEA understands and acknowledges that the LEC is not responsible for monitoring, reviewing or verifying documentation for any coded moment required for the LEA Medi-Cal Billing Option Program (LEA BOP). The LEC is not liable for any exception, State or Federal disallowance related to direct service documentation. The LEC is not responsible for any reimbursement or payment of funds to a LEA for participation in the LEA BOP.**

FEE SCHEDULE

LEA shall pay the LEC a quarterly fee according to the following structure:

1. LEA shall pay to LEC, a fee equivalent to 9% of the SMAA RMTS quarterly invoices paid by the Department of Health Care Services (DHCS) to the LEA. This fee includes the DHCS Participation Fee and all the services outlined above in the agreement. LEA fees will be deducted by the LEC from the DHCS reimbursements prior to disbursement to the LEA.
2. The DHCS administrative fee, including the LEC obligation to DHCS, may be reviewed and/or adjusted on a yearly basis so that the fees collected cover both the LEC and DHCS obligations.
3. LEA acknowledges that, as a result of this fee arrangement, the LEA **will not be entitled** to recover any of the fees charged by the LEC as SMAA reimbursable costs on the LEA invoices.

3. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by LEC, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by LEC in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEC and LEA shall remain the property of LEC.

LEC is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor ("SSP Vendor"). In an agreement with the Vendor ("SSP Vendor Agreement") LEC, as the licensee, has agreed not to interfere with SSP Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor's product. LEC shall allow the LEA to use the licensed software and/or tools on the condition that the LEA also agrees to be bound by and comply with the licensee's obligations as set forth in Section 8 of the SSP Vendor Agreement. Section 8 of the SSP Vendor Agreement is attached hereto and incorporated herein as Exhibit "B."

4. CONFIDENTIALITY OF DATA

The Parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent held by law and each Party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other Party except as required

by law.

The Parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party and therefore the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

5. INPUT DATA

Accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the sole responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall be responsible for the input of all information given to LEC by LEA in a reasonably accurate, complete and correct form provided same is provided to LEC by LEA. Any errors, mistakes or liability in connection with the failure of LEC to input such data, provided such data has been accurately, completely and correctly transmitted to LEC, shall be the sole responsibility of LEC and shall be corrected by LEC.

6. DESIGNATION AND RESPONSIBILITIES OF LEA FOR IT'S AUTHORIZED USERS.

LEA shall designate those employees and other personnel ("Users") who shall be given access to the LEC approved SSP web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

7. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of LEC. LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

8. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

9. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials,

officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

10. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, a sufficient number of invalid moments will be pulled and coded as non- allowable (Code 1) to achieve the minimum number of moments to attain a valid sample.

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If the LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. The LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

11. GENERAL

- A. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
- B. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective Parties hereto. Each Party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare and Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

H. INTEGRATION – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties’ rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

12. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

- A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.
- B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor (“Vendor”) for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.
- C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA’s student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit “C” attached hereto and incorporated herein.

13. WARRANTY LIMITATION

LEC makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

14. LEA GOVERNING BOARD AUTHORIZATION


If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of July 15, 2021 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

LEA: PIERCE JOINT UNIFIED
SCHOOL DISTRICT

LEC: SUTTER COUNTY
SUPERINTENDENT OF SCHOOLS

By:


Daena Meras (Jun 22, 2021 08:32 PDT)

By:


Tom Reusser (Jun 22, 2021 13:02 PDT)

Name: Daena Meras

Name: Tom Reusser

Title: Chief Business Official

Title: Superintendent

Date: 06/22/2021

Date: 06/22/2021

EXHIBIT A – Medi-Cal Administrative Claiming Agreement

Task

Operating Procedures with LEC as Invoicing facilitator		LEC Coordinator	LEA Coordinator
1.	Evaluate LEA SMAA program to ensure appropriate participation	✓	✓
2.	Develop and review audit files	✓	
3.	Maintain audit files and store data required to support operational plan		✓
4.	Review operational plan for quality assurance and compliance	✓	✓
5.	Provide and/or ensure RMTS training for coordinators	✓	
6.	Provide web-based RMTS Software System Platform (SSP) for RMTS moment completion	✓	
7.	Provide 100% coding of moments and clarification of moments if necessary	✓	
8.	Provide "Best Practices" - Hard Copy RMTS Moment (if applicable)	✓	✓
9.	Provide LEC an Approved School Calendar annually and every quarter thereafter as changes occur or upon request. Certify calendar in system after it has been entered by LEC		✓
10.	Input LEA Calendar into SSP, update periodically and certify	✓	
11.	Rosters: Quarterly Time Survey Participant (TSP) Rosters, including staff schedules.	✓	

12.	LEA/LEC to certify Coding Report	✓	✓
13.	Offer support both programmatically and fiscally	✓	
14.	Supply RMTS results for invoice process	✓	
15.	Generate/provide LEA Medi-Cal Eligibility Rate (MERS) percentage	✓	
16.	Provide fiscal training, materials and forms	✓	
17.	Ensure TSP are not 100% federally funded federally funded	✓	✓
18.	Ensure TSP are not 100% paid out of the Indirect Cost Rate (ICR)	✓	✓
19.	Review LEA fiscal data and prepare invoice for reimbursement	✓	
20.	Prepare and submit invoices to DHCS for payment	✓	
21.	Process DHCS invoice reimbursements send reimbursement payments to LEAs	✓	

EXHIBIT B – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

1.1. Ownership. LEA and LEC acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that LEA and LEC owns all of the data inputted by each LEA and LEC User and any and all reports produced as a result of using the System Service. LEA and LEC acknowledge that PCG shall have the right to aggregate any data input by LEA and LEC Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information.

1.2. Confidentiality Obligations. Each Party agrees that: (i) neither Party will disclose to any third party any of the other Party's Confidential Information except to the receiving Party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each Party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither Party will use or authorize the use of Confidential Information for any purpose other than to fulfill such Party's obligations hereunder. Each Party agrees that neither Party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving Party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither Party will use the terms of this Agreement for any purpose other than to fulfill such Party's obligations under this Agreement, except as either Party is otherwise required by law. The Parties may modify these obligations through express written agreements.



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2021, between the PIERCE JOINT UNIFIED SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.


13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Pierce Joint Unified School District	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 06/29/2021



PROFESSIONAL RATE SCHEDULE
FOR PIERCE JOINT UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 350 per hour
Associate	\$ 215 - \$ 285 per hour
Paralegal / Law Clerk	\$ 135 - \$ 195 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



Professional Consulting Services Proposal

Prepared for:

**Pierce Joint Unified School District
for
Fiscal Year 2021-22**

Attention:

Carol Geyer

Superintendent

Email: cgeyer@pierce.k12.ca.us

Phone: 530.476.2892

Primary Contact:

Jamie Iseman

President

Email: jamie@kinginc.com

Phone: 916.706.3538



Experience and Qualifications

Firm Information

King Consulting is an established and recognized school facility planning firm. We offer a wide array of services to assist school districts of all sizes across California and the nation with their school planning needs and funding opportunities. Our work includes the completion of long range master plans, boundary studies, demographic studies, enrollment projection studies, developer fee justification studies, school facilities needs analysis studies, and State eligibility and funding applications. For the past twenty-five years, King Consulting has worked with clients throughout California and the nation.

Our professional, enthusiastic staff has over 80 years of combined experience in capital facilities funding, demographic research, and long-range facility planning. We are a small firm, with only highly experienced staff who excel in their specific areas of expertise. Our combined experience has resulted in our firm's ability to adhere to timelines and organize projects so that the client's needs are exceedingly met. While we specialize in managing and summarizing complex data analyses, we pride ourselves on our unique ability to disseminate the information to our clients and their stakeholders. We are always excited for the opportunity to meet in person or over the phone to clearly explain anything needed to our clients' staff, school board, and community. Our clients receive information within a broader context that includes full narrative explanations that school district staff and school board members repeatedly reference throughout the year.

When we work for our clients to obtain State funding they are assured that King Consulting has exhausted every possibility before submitting impeccably prepared documents that deliver maximum returns. We take the time to approach capital facilities programs or individual facility projects from multiple angles before pursuing the right one for each client individually, which often entails combining various funding mechanisms to maximize opportunity. Our staff works closely with District personnel to identify all potential funding sources, assists in the application process, and works with District staff and architects through project closeout. Furthermore, King Consulting has well-established critical relationships with all relevant State agencies (Office of Public School Construction, California Department of Education, etc.). Combined, our work experience has resulted in over \$1billion in State funding for our districts.

Finally, we are most proud of the lasting relationships we form with our clients. We care about our school districts, and we get to know them intimately through the course of our work. For this reason, so many of our clients work with us year after year: King Consulting digs deeper and tries harder in every aspect of our work because we become personally invested in the districts with whom we work.

Thank you for the opportunity to submit this proposal.



Scope of Service

This document represents an agreement between **Pierce Joint Unified School District** herein referred to as the Client, and **King Consulting**, herein referred to as the Contractor.

Scope of Service

This document represents an agreement between «District_Name» and King Consulting.

Approval of State School Facility Program Modernization and New Construction Eligibility

- a. Obtain from the District facilities and enrollment information required to determine the amount of state modernization and new construction grant funding eligibility under the School Facility Program (SFP).
- b. Review and analyze District data to support District applications for the maximum modernization and new construction eligibility and funding approval.
- c. Prepare required enrollment and facilities reports for District review and approval to file with the Office of Public School Construction (OPSC) to seek approval of modernization and new construction eligibility. Prepare annual updated enrollment and facilities reports as needed or required.
- d. Assist with compliance with Title 5, California Environmental Quality Act6, and other regulations for State funding.
- e. Secure SAB approval of District's eligibility.

Identification of All Funding Opportunities

Review District construction and modernization projects to identify State funding mechanisms beyond the Modernization and New Construction programs that can provide additional State funding. Programs include, but are not limited to:

- a. Modernization
- b. New Construction
- c. Career Technical Education Facilities Program
- d. Facility Hardship
- e. Financial Hardship
- f. Seismic Mitigation
- g. Charter Schools
- h. Full Day Kindergarten
- i. Health and Safety Projects
- j. Preschools, Kitchens, and Health Facilities
- k. Lead in Water Remediation



Assist with Preparation of State Funding Applications

Assist the District with all applications for State approval and funding. These services may include, but are not limited to:

- a. California Department of Education (CDE) plan approval requests
- b. Division of State Architect (DSA) plan approval requests
- c. DSA exemption verification
- d. Office of Public School Construction (OPSC) Funding Applications (Form 50-04)
- e. OPSC Fund Releases (Form 50-05)
- f. OPSC Expenditure Reports (Form 50-06)
- g. Assistance with potential appeals to the State Allocation Board
- h. Preparation of narrative grant applications for CTEFP projects

Assist with Audit and Expenditure Reporting

Assist the District with the audit process and all expenditure reporting for State funding received under the SFP program. These services may include, but are not limited to:

- a. Provide grant certification requirements checklist to ensure District is adhering to SFP regulations for all State funded projects
- b. Collect and maintain all documentation that will be required at audit
- c. Following approval and funding of project, prepare Detailed List of Project Expenditures, annual Expenditure Reports, Substantial Progress Reports, etc.
- d. Continue to provide support until such time the local auditor and State Controller's office has certified and closed the project.

Consulting Fees

For the services outlined the Client shall pay King Consulting on a time and material basis at the hourly rate of \$185.00. Fee estimates for services are outlined below. King Consulting will bill the Client in increments of 15 minutes, and invoice on a monthly basis. The fees shall cover all normal business expenses incurred on behalf of the Client. Necessary visitations to the District by the Consultant will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval from the District.

The scope of the work necessary to complete the services listed in this Agreement is dependent on the availability and quality of the District's enrollment and facilities information and subject to SB 50 regulations.

The Client shall be responsible for reviewing and verifying all data included in documents, forms and reports prepared by the Contractor on behalf of the Client. The Client shall be responsible for meeting any certification requirements and shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms and reports.

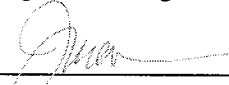


The terms of this agreement shall remain in force unless mutually amended. This agreement may be terminated by either party upon 30 days written notice.

Additional Considerations

The Consultant shall be reimbursed as follows:

1. Necessary visitations to the District by the Consultant will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval from the District.
2. Reproduction of documents shall be the responsibility of the District. If the District chooses, the Consultant will provide duplicating services on an actual cost basis.
3. Express mail expenses will be documented and reimbursed to the Consultant.
4. Application filing fees and other state required fees are the responsibility of the District.

Submitted by: King Consulting  _____ Jamie King-Iseman President Date:	Accepted by: Pierce Joint Unified School District _____ Authorized Signature Date:
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Fee Estimates

School Facility Program Application Services:

Update SFP New Construction and Modernization Eligibility	50 Hours
Assist the District with obtaining CDE approval for SFP funding applications	50 Hours
Assist the District with obtaining DSA approval or Letter of Exemption for SFP funding applications	20 Hours
Prepare and submit funding applications for New Construction projects to the Office of Public School Construction	50 Hours
Prepare and submit funding applications for Modernization projects to the Office of Public School Construction	40 Hours
Prepare Fund Release documentation for OPSC and Priority in Funding Participation Support	20 Hours
Audit and Expenditure Reporting and Support	80 hours
SAB Appeal Assistance	80+ hours
Write CTEFP grant application	90-160 Hours



References

Chico Unified School District (14,228 students) 2004 to Present

163 E. 7th St.
Chico, CA 95928

King Consulting has worked as the primary consultant for Chico Unified School District since 2004, preparing Demographic Analysis and Student Housing reports annually, assisting with and maximizing State School Facility Program eligibility and funding applications, and preparing boundary realignment studies as needed. We are currently contracted for various projects, including State School Facility Program assistance and boundary realignment.

Contact:

Julie Kistle, Director, Facilities and Construction. Phone: 530-891-3410

Ross Valley Elementary School District (2,094 students) 2008 to Present

110 Shaw Dr.
San Anselmo, CA 94960

King Consulting has worked as the sub-consultant and, more recently, the primary consultant for Ross Valley Elementary School District since 2008, preparing Facility Master Plans, Boundary Studies, annual Enrollment Projection studies, Developer Fee Studies, and assisting with and maximizing State School Facility Program eligibility and funding applications and State Allocation Board appeals. Our contracts are ongoing. We are currently contracted for various projects, including a Developer Fee Justification study, a Demographic Analysis, and State school Facility Program assistance.

Contact:

Midge Hoffman, Chief Business Official. Phone: 415-451-4075

Castro Valley Unified School District (9,269 students) 2017 to Present

4400 Alma Avenue
Castro Valley, CA 94546

King Consulting has worked for Castro Valley Unified School District since 2017, assisting with and maximizing State School Facility Program eligibility and funding and preparing Career Technical Education Facilities Grant Program applications.

Contact:

Suzy Chan, Assistant Superintendent of Business Services. Phone: 510-537-3000