

Yuba City Unified School District

Governing Board Regular Meeting Agenda

www.ycusd.org
530-822-7601

January 12, 2021

5:30 PM Closed Session
7:00 PM Open Session

750 Palora Avenue Yuba City, CA 95991
YCUSD Board Room



Members of the Governing Board

Lonetta Riley, President
Sarbjit Takhar, Vice President
Mary Buttacavoli, Clerk
Jasmin Dhami, Member
Nicolo Orozco, Member
Shelley Priddy, Member
Greg Quilty, Member

Student Members

Kiranjot Kaur, RVHS
Kara Chizek, YCHS

NOTICE TO THE PUBLIC

As the Board discusses agenda items, audience participation is permitted. The President will recognize those members of the audience who wish to speak. The President may set a time limit on each person's remarks. If necessary, each person wishing to speak will be asked to identify himself prior to speaking. Generally, the President will ask Board Members for their remarks prior to recognizing requests to speak from the audience. At the President's discretion, agenda items may be considered in other than numerical order.

Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the office of the Superintendent at 750 Palora Avenue, Yuba City, during normal business hours and are available on line at www.ycusd.org.

Public comment shall be limited to matters within the "subject matter jurisdiction" of the Board. A matter is within the "subject matter jurisdiction" of the Board if it relates to the roles and responsibilities of the Board as set forth in Board bylaw 9000. Speakers are cautioned that under California law no person is immune from liability for making intentionally false or defamatory comments regarding any person simply because the comments are made at a public meeting.

SPECIAL NOTICE

Anyone who is planning to attend the Board meeting and needs interpretation services or is visually or hearing impaired or has any disability that needs special assistance should call the Superintendent's Office at 822-7601 at least 48 hours in advance of the meeting to make arrangements.

Quien planea asistir a la reunión de la Junta Directiva y necesita servicios de interpretación debe llamar a la oficina del Superintendente al 822-7601 por lo menos 48 horas antes de la reunión para hacer los arreglos.

ਜੇਕਰ ਆਪਣੀ ਬੋਰਡ ਮੀਟਿੰਗ ਵਿੱਚ ਸ਼ਾਮਲ ਹੋਣਾ ਚਾਹੁੰਦੇ ਹੋ ਅਤੇ ਆਪਣੀ ਨੂੰ ਦੁਭਾਸ਼ੀਏ ਦੀ ਲੋੜ ਹੈ ਤਾਂ ਘੱਟ ਤੋਂ ਘੱਟ 48 ਘੰਟੇ ਪਹਿਲਾਂ ਸੁਪਰਿੰਟੈਂਡੈਂਟ ਦੇ ਦਫਤਰ ਵਿੱਚ 822-7601 ਫੋਨ ਨੰਬਰ ਤੇ ਫੋਨ ਕਰਨਾ ਲਾਜ਼ਮੀ ਹੈ ਤਾਂ ਕਿ ਦੁਭਾਸ਼ੀਏ ਦਾ ਪ੍ਰਬੰਧ ਹੋ ਸਕੇ।

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The Public's health and well-being are the top priority for the Board of Education of Yuba City Unified School District ("District") and you are urged to take all appropriate health safety precautions. To facilitate this process, audio for the Board meeting will be available at <http://ycusd.org/agendas> and click on January 12, 2021 Audio. You may also view the meeting via Zoom using the following <https://zoom.us/j/96540087126?pwd=b2NnckFXemRQUXRuK1R4Z2kzV2VCdz09> Meeting ID: 965 4008 7126 Passcode: BMFTNY Note: Members of the public who wish to address the Board via Zoom must contact Lora Broad lbroad@ycusd.org by noon January 12, 2021. Statements are limited to three (3) minutes, written statements are limited to 250 words.

1. CALL TO ORDER AND ROLL CALL
2. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS
3. RECESS TO CLOSED SESSION
4. CLOSED SESSION

Public Employee Employment or Appointment

Human Resources Personnel Listing BR-2021-030
[Staff Report Personnel Listing](#)

Conference With Labor Negotiator

Pursuant to Government Code Â§54957.6. the board will meet in Closed Session to give direction to Agency Negotiator, Robert Shemwell, regarding negotiations with Yuba City Teachers Association, California School Employees Association Chapter #265, and unrepresented groups.

Conference with Legal Counsel - Anticipated Litigation

Pursuant to Government Code Section 54956.9(d)(2): Significant exposure to litigation. (One potential case – receipt of claim for personal injury pursuant to the Government Claims Act.)

5. RECALL TO OPEN SESSION
6. PLEDGE OF ALLEGIANCE

The audience will be asked to stand for the Pledge of Allegiance followed by a moment of silence for all present to use at the dictates of their own conscience.

7. AGENDA REORGANIZATION / REPORT OF CLOSED SESSION

8. REPORTS AND INFORMATION

9. STUDENT REPORT

10. COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

11. CONSENT AGENDA

- 11.A Approval of the December 8, 2020 Governing Board Regular Meeting, the December 15, 2020 Annual Reorganizational meeting, the December 15, 2020 Governing Board Regular Meeting, and first reading of the Financing Corporation Meeting minutes.

[December 8 2020 Regular Board Meeting Minutes](#)

[December 15, 2020 Governing Board Annual Organizational Meeting](#)

[December 15, 2020 Governing Board Regular Meeting Minutes](#)

[December 15, 2020 YCUSD Financing Corporation Meeting Minutes](#)

- 11.B Human Resources Personnel Listing BR-2021-030

[Staff Report Personnel Listing](#)

- 11.C Warrant List

[Staff Report Warrant List](#)

[Warrant List](#)

- 11.D Contracts and Agreements

[Staff Report Contracts and Agreements](#)

[Contracts and Agreements](#)

- 11.E Donations

[YCUSD staff report](#)

[01-12-21](#)

- 11.F Authorize the Disposal of Surplus Property

[Staff Report Surplus](#)

[Surplus Forms](#)

- 11.G Ratification of Contract(s) Executed Pursuant to Board Policy 3300

[Staff Report](#)

[School Facility Consultants Contract](#)

[School Facility Consultants Proposal](#)

12. ACTION

- 12.A 2021 Reopening Plan and Timelines

[Staff Report Reopening Plan](#)

13. BOARD REPORTS/INFORMATION/DISCUSSION

Committee Reports

14. COMMUNICATIONS

Written Communications from the Public Comments from the Employee Representatives
Comments from the Board Members Comments from the Superintendent

15. NEXT BOARD MEETING

January 26, 2021. Open Session at 7PM, Yuba City Unified School District Office

16. ADJOURNMENT



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: January 12, 2021

AGENDA SECTION: Public Employee Employment or Appointment

DEPARTMENT: Human Resources

SUBJECT: Human Resources Personnel Listing BR-2021-030

SUGGESTED ACTION: Approve as recommended.

ATTACHMENTS:
[Staff Report Personnel Listing](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Michael Reed, Asst. Supt. of Human Resources

Meeting Date: January 12, 2021

Item: Personnel Listing BR – 2021 - 030

NEW POSTION(S)			
POSITION		SITE	STATUS
SLPA		District Wide	New Position
PERSONNEL ACTIONS			
CLASSIFICATION	POSITION	STATUS	ACTION
Certificated	SPED	Filled	New Hire
Certificated	2 nd Grade	Vacant	Leave of Absence
Classified	Custodian I	Filled	New Hire
Classified	Cafeteria Worker	Filled	Transfer
Classified	Head Custodian I	Filled	Transfer
Classified	Office Specialist I	Filled	Reemployment
Classified	Child Development Assistant	Vacant	Resignation
Classified	Instructional Aide-Special Ed	Vacant	Resignation
Classified	Cafeteria Worker	Vacant	Resignation
Classified	Lead Cook	Vacant	Resignation
Classified	Office Specialist I	Vacant	Resignation
Coaches	RVHS	Filled	New & Returning
Coaches	YCHS	Filled	New

MR: ed



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: January 12, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Superintendent

SUBJECT: Approval of the December 8, 2020 Governing Board Regular Meeting, the December 15, 2020 Annual Reorganizational meeting, the December 15, 2020 Governing Board Regular Meeting, and first reading of the Financing Corporation Meeting minutes.

SUGGESTED ACTION: Board Approval

ATTACHMENTS:

[December 8 2020 Regular Board Meeting Minutes](#)
[December 15, 2020 Governing Board Annual Organizational Meeting](#)
[December 15, 2020 Governing Board Regular Meeting Minutes](#)
[December 15, 2020 YCUSD Financing Corporation Meeting Minutes](#)

UNOFFICIAL
YUBA CITY UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING
December 8, 2020

Audio for this meeting is available at www.ycusd.org

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

The Public’s health and well-being are the top priority for the Board of Education of Yuba City Unified School District (“District”) and you are urged to take all appropriate health safety precautions. To facilitate this process, audio for the Board meeting was made available via zoom and at <http://ycusd.org/agendas>. The community was able to address the Board via zoom or email.

1) CALL TO ORDER AND ROLL CALL (via zoom)

Members Present: Brett Hancock, Greg Quilty, Lonetta Riley, Mary Buttacavoli, Julie Ann Jackson, Sean Feters and Sarbjit Takhar. Student Members Kiranjot Kaur (RVHS) and Kara Chizek (YCHS) attended Open Session only.

Members Absent:

Staff Present: Doreen Osumi, Robert Shemwell, Pam Aurangzeb, Brian Brown, and Michael Reed. James Lohman attended Open Session.

2) PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS

3) RECESS TO CLOSED SESSION

4) CLOSED SESSION

Public Employee Employment or Appointment

Conference with Labor Negotiator

Expulsions, Suspended Contracts, and Readmission Case Recommendation

5) RECALL TO OPEN SESSION

6) PLEDGE OF ALLEGIANCE

7) AGENDA REORGANIZATION / REPORT OF CLOSED SESSION

8) REPORTS AND INFORMATION

8.A Williams Settlement Compliance Review of Bridge Street, King Avenue and Park Avenue Schools

Assistant Superintendent Aurangzeb stated that the Sutter County Superintendent of Schools conducts an annual review and that the District had no findings for 2020.

8.B NJROTC and PE Graduation Requirement

Assistant Superintendent Aurangzeb gave the Board information regarding The California Department of Education's leeway for incentivizing JROTC programs by allowing PE credits to be earned through the program. Ms. Aurangzeb stated that Action item 12.A includes policy that allows JROTC programs to earn PE credit. Maury Castaneda shared highlights of the JROTC program.

9) STUDENT REPORT

Kiranjot Kaur, RVHS Student Board Member stated that RVHS won the Canned Food Drive challenge with YCHS, shared information on Spirit Week, and holiday projects.

Kara Chizek, YCHS Student Board Member shared information on the Canned Food Drive, Spirit Week, and the upcoming virtual talent competition.

10) COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

Member Riley read a letter concerning a coach.

Clerk Buttacavoli read the District's public statement.
Roland Jimenez spoke of his CIF Appeal hearing later this month.
Stephanie Jimenez shared a letter sent from YCUSD legal counsel.
Stephanie Jimenez stated that the three-minute timer is insensitive and stated that she is looking forward to hearing from someone.

11) CONSENT AGENDA

- 11.A Approval of the November 10, 2020 Governing Board Regular Meeting Minutes and the November 19, 2020 Governing Board Special Meeting Minutes.
- 11.B Human Resources Personnel Listing BR-2021-023.
- 11.C YCUSD/CSEA MOU: Hybrid Instructional Model.
- 11.D Ninth Grade Math Placement Protocol
- 11.E Musical Theatre Course Proposals for the 2021-2022 School Year
- 11.F Certifying the Annual Accounting for Developer Fees for FY 2019-2020.
- 11.G Warrant List
- 11.H Contracts and Agreements
- 11.I Authorize the Disposal of Surplus Property
- 11.J Contracts awarded per Resolution No. BR-2021-020 approved on November 10, 2020
- 11.K Ratification of Contract(s) Executed Pursuant to Board Policy 3300

Assistant Superintendent Aurangzeb responded to Mary Buttacavoli's questions regarding Music Theater.

On a Motion by Lonetta Riley, seconded by Sean Feters, to approve the Consent Agenda with the exception of item 11.B. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

On a Motion by Lonetta Riley, seconded by Sean Feters, to approve Consent Agenda item 11.B and remove the item referencing a transfer. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

12) ACTION

- 12.A First Reading for proposed revisions to Board Policies, Administrative Regulations and Exhibits.

Superintendent Osumi brought the First Reading for Proposed Revisions to YCUSD Board Policies, Administrative Regulations, and Exhibits packets to the Board for a first reading this packet included updated BP 4161.1 High School Graduation requirements.

On a Motion by Julie Ann Jackson, seconded by Lonetta Riley, to waive the second reading for the proposed revisions to Board Policies, Administrative Regulations and Exhibits. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

On a Motion by Sean Feters, seconded by Julie Ann Jackson, to approve the proposed revisions to Board Policies, Administrative Regulations and Exhibits. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

- 12.B Expulsions, Suspensions and Re-Admittance

On a Motion by Sean Feters, seconded by Lonetta Riley, to approve the Re-Admittance as discussed in Closed Session. The Roll Call Vote: 6 Ayes, 0 Noes, 0 Absent, 1 Abstain (Quilty not present for Closed Session discussion).

12.C Participation in Classified School Employee Summer Assistance Program BR-2021-024

Assistant Superintendent Reed brought this item to the Board stating that the program was successful in 2019-20.

On a Motion by Sean Feters, seconded by Julie Ann Jackson, to approve Participation in Classified School Employee Summer Assistance Program BR-2021-024. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

12.D Declaration of Need for Fully Qualified Educators for the 2020/21 School Year BR - 2021-028.

Assistant Superintendent Reed brought this item to the Board stating that additional staff has been hired making this Declaration of Need necessary.

On a Motion by Mary Buttacavoli, seconded by Sarb Takhar, to approve Declaration of Need for Fully Qualified Educators for the 2020/21 School Year BR - 2021-028. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

12.E Elimination/Reduction in Classified Employee Services BR-2021-026

Assistant Superintendent Reed brought this item to the Board stating that this position has not been staffed since 2019.

On a Motion by Sean Feters, seconded by Lonetta Riley, to approve the Elimination/Reduction in Classified Employee Services BR-2021-026. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

12.F Butte County MOUs for the Vision Impaired Program

Assistant Superintendent Aurangzeb stated that the Butte County Office of Education provides Professional Development and support for VI staff as well as direct services to our VI students.

On a Motion by Sean Feters, seconded by Sarb Takhar, to approve the Butte County MOUs for the Vision Impaired Program. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

12.G Budget Overview for Parents for the 2020-21 School Year

Assistant Superintendent Aurangzeb brought this item to the Board presenting a Budget Overview for Parents, Purpose, Projected General Fund Revenue, LCAP & Learning Continuity Plan, and General Funded Expenditures not included in the Learning Continuity Plan.

On a Motion by Sean Feters, seconded by Lonetta Riley, to approve the Budget Overview for Parents for the 2020-21 School Year. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

12.H First Interim Financial Account for Fiscal Year 2020/21 and Budget Revisions – Board Resolution No. BR-2021-025

Deputy Superintendent Shemwell gave the Board the First Interim report that included Assumptions, General Fund, Unfunded Federal Stimulus, Projected Cashflow, Staff Recommendations, Other Funds, and Multi-Year Projections.

On a Motion by Julie Ann Jackson, seconded by Mary Buttacavoli, to approve the First Interim Financial Account for Fiscal Year 2020/21 and Budget Revisions – Board Resolution No. BR-2021-025. The board also approved Deputy Superintendent Shemwell's recommendation to Increase the amount of the Special Reserve Fund to 14. This will be recognized as a transfer into the Special Reserve Fund in the amount of \$9,000,000. This 14% increase will bring Yuba City Unified up to the State average of 17 % (3% in the General Fund) for a Unified District. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

12.I Resolution No. BR-2021-027 Resolution of the Governing Board of the Yuba City Unified School District (Piggyback Contract with Ray Morgan)

Deputy Superintendent Shemwell acknowledged Ray Morgan staff joining the meeting via zoom. Mr. Shemwell presented the Board with the terms and conditions for the renewal of the Ray Morgan contract.

On a Motion by Julie Ann Jackson, seconded by Sean Feters, to approve the First Interim Financial Account for Fiscal Year 2020/21 and Budget Revisions – Board Resolution No. BR-2021-025. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

13) BOARD REPORTS/INFORMATION/DISCUSSION

Julie Ann Jackson reported on the Governance Liaison Committee meeting.

14) COMMUNICATIONS

Employee Groups: Eli Fochs CSEA President, expressed CSEA's relief to return to DL, thanked the Board for approving the Summertime Assistance program, and stated that he is stepping down as CSEA President and that Mercedes Geraldo would be the new chapter president.

Dina Luetgens, YCTA President thanked the Board for returning to DL, thanked Eli Fochs for his service, thanked outgoing Board members for their service and recognized current Board members for their ongoing service.

Board Comments: Mary Buttacavoli stated that this has been a difficult year. Sean Feters thanked staff for their support and the community for the opportunity to serve.

Julie Ann Jackson thanked staff and fellow Board members. She stated her appreciation for leadership and stated that she will continue to volunteer at YCUSD schools.

Greg Quilty expressed his appreciation to outgoing Board members and his appreciation for returning to DL.

Lonetta Riley thanked the outgoing Board members for their service and cautioned that serving as a Board member is not an opportunity for personal agendas.

Brett Hancock stated that he was honored to represent students and staff.

Sarb Takhar expressed his appreciation to outgoing Board members.

Superintendent: Superintendent Osumi thanked the outgoing Board members.

15) NEXT BOARD MEETING

16) ADJOURNMENT

On a Motion by Julie Ann Jackson, seconded by Mary Buttacavoli, to adjourn the meeting. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

Approved:

Respectfully Submitted,

Doreen Osumi, Secretary

Lonetta Riley, President

Mary Buttacavoli, Clerk

UNOFFICIAL
YUBA CITY UNIFIED SCHOOL DISTRICT
GOVERNING BOARD ORGANIZATIONAL MEETING
December 15, 2020

Audio for this meeting is available at www.ycusd.org

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

The Public’s health and well-being are the top priority for the Board of Education of Yuba City Unified School District (“District”) and you are urged to take all appropriate health safety precautions. To facilitate this process, audio for the Board meeting was made available via zoom and at <http://ycusd.org/agendas>. The community was able to address the Board via zoom or email.

1) CALL TO ORDER

2) ROLL CALL (via zoom)

Members Present: Greg Quilty, Lonetta Riley, Mary Buttacavoli, and Sarbjit Takhar.

Members Absent: Brett Hancock, Sean Feters, and Julie Ann Jackson.

Staff Present: Doreen Osumi, Robert Shemwell, Pam Aurangzeb, and Michael Reed. James Lohman attended Open Session.

3) COMMENTS FROM THE PUBLIC

4) ANNUAL MEETING

4.A Annual Organizational Meeting

Donna Johnston, Sutter County Clerk gave the Oath of Office to Jasmin Dhami, Nicolo Orozco, and Shelley Priddy.

Members Present: Jasmin Dhami, Nicolo Orozco, Shelley Priddy, Greg Quilty, Lonetta Riley, Mary Buttacavoli, and Sarbjit Takhar.

Members Absent: Brett Hancock, Sean Fetters, and Julie Ann Jackson.

Staff Present: Doreen Osumi, Robert Shemwell, Pam Aurangzeb, and Michael Reed. James Lohman attended Open Session.

On a Motion by Sarbjit Takhar, seconded by Mary Buttacavoli, to nominate Lonetta Riley as the 2021 YCUSD Board President. By a Roll Call Vote: 6 Ayes, 0 Noes, 0 Absent, 1 Abstain (Lonetta Riley) Lonetta Riley was voted in as the YCUSD 2021 Governing Board President.

On a Motion by Mary Buttacavoli, seconded by Greg Quilty, to nominate Sarbjit Takhar as the 2021 YCUSD Board Vice President. Shelley Priddy made a motion to nominate Nicolo Orozco as the 2021 YCUSD Vice President. The motion died due to the lack of a second. By a Roll Call Vote: 6 Ayes, 0 Noes, 0 Absent, 1 Abstain (Sarbjit Takhar) Sarbjit Takhar was voted as YCUSD 2021 Governing Board Vice President.

On a Motion by Sarbjit Takhar, seconded by Greg Quilty, to nominate Mary Buttacavoli as the 2021 YCUSD Board Clerk. By a Roll Call Vote: 6 Ayes, 0 Noes, 0 Absent, 1 Abstain (Mary Buttacavoli) Mary Buttacavoli was voted as YCUSD 2021 Governing Board Clerk.

Superintendent Osumi was appointed as the Board Secretary

On a Motion by Sarbjit Takhar, seconded by Jasmin Dhami the Board approved the 2021 Regular Board Meeting dates as presented. By a Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

Shelley Priddy volunteered as the Yuba City Charter School liaison.

Greg Quilty volunteered as the Twin Rivers Charter School liaison.

Statement of Facts

The Superintendent will file the Statement of Facts.

School Board Authorization Form

On a Motion by Nicolo Orozco, seconded by Sarbjit Takhar the Board approved the School Authorization Form to be signed. By a Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

Conflict of Interest (Form 700)

Deputy Superintendent Shemwell Explained the Form 700 to the Board stating that staff will distribute the form when it is available.

5) NEXT MEETING

6) ADJOURNMENT

On a Motion by Shelley Priddy, seconded by Mary Buttacavoli the Board Annual Organizational meeting was adjourned. By a Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

Approved:

Respectfully Submitted,

Doreen Osumi, Secretary

Lonetta Riley, President

Mary Buttacavoli, Clerk

UNOFFICIAL
YUBA CITY UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING
December 15, 2020

Audio for this meeting is available at www.ycusd.org

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

The Public’s health and well-being are the top priority for the Board of Education of Yuba City Unified School District (“District”) and you are urged to take all appropriate health safety precautions. To facilitate this process, audio for the Board meeting was made available via zoom and at <http://ycusd.org/agendas>. The community was able to address the Board via zoom or email.

1) CALL TO ORDER AND ROLL CALL

Members Present: Jasmin Dhami, Nicolo Orozco, Shelley Priddy,
Greg Quilty, Lonetta Riley, Mary Buttacavoli, and
Sarbjit Takhar.

Members Absent:

Staff Present: Doreen Osumi, Robert Shemwell, Pam
Aurangzeb, and Michael Reed. James Lohman
attended Open Session.

2) PLEDGE OF ALLEGIANCE

3) RECESS TO CLOSED SESSION

Public Employee Employment or Appointment

4) AGENDA REORGANIZATION

5) COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

Mary Buttacavoli read a statement from Julie Ann Jackson welcoming the new Board Members.

Stephanie Jimenez spoke of High School Finals, her son's CIF hearing, and complaint forms.

6) CONSENT

6.A Human Resources Personnel Listing BR-2021-029.

On a Motion by Sarbjit Takhar, seconded by Nicolo Orozco, to approve Consent Item 6.A. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

7) ACTION

7.A Potential increase in hours Health Aides and Afterschool Coordinators
Deputy Superintendent Shemwell informed the Board that hours for Health Aides and Afterschool Coordinators have been adjusted as necessary between the start of Hybrid in-person learning and February 28, 2021. He stated that this is a temporary increase.

On a Motion by Sarbjit Takhar, seconded by Nicolo Orozco, to approve Potential increase in hours Health Aides and Afterschool Coordinators. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

7.B 2021 Reopening Plan and Timelines

Superintendent Osumi proposed that students in PS-5 attend school through DL from January 11-15 and return to the blended hybrid model on January 19, 2021. Her proposal for students in grades 6-12 who would remain attending school through DL from January 11th until the County reaches the Red Tier. When the County reaches the Orange tier, all students would transition to traditional in-person learning. Ms. Osumi also stated that CIF has determined that there will not be any athletic competitions until January 25, 2021. Parents will receive a survey the week of January 4th to give input as to whether they would rather have their students attending school through DL or the Hybrid Model.

YCTA President Dina Luetgens added additional comments that included a survey completed by certificated staff which showed that certificated staff are not comfortable with in person learning.

On a Motion by Sarbjit Takhar, seconded by Shelley Priddy, to approve 2021 Reopening Plan and Timelines. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

8) COMMUNICATIONS

Employee Groups: Mercedes Geraldo, CSEA President welcomed the new Board members.

Dina Luetgens, YCTA President highlighted retired teachers and noted that many continue to serve students after retirement.

Board Comments: Shelley Priddy gave tribute to two retired teachers who passed away, shared her enthusiasm for the COVID vaccine, and wished everyone a wonderful winter break.

Mary Buttacavoli welcomed new Board members, wished everyone a Merry Christmas, stated her appreciation knowing about former staff and asked for a moment of silence.

Greg Quilty welcomed the new members and wished everyone a Merry Christmas.

Nicolo Orozco expressed his thanks for the welcoming.

Lonetta Riley stated her appreciation for comments that were made, encouraged new Board members to reach out to the Superintendent for any questions and encouraged new members to attend the CSBA New Board Member training.

Superintendent: Superintendent Osumi shared dates for CSBA's New Board Member training.

9) NEXT BOARD MEETING

10) ADJOURNMENT

On a Motion by Sarbjit Takhar, seconded by Nicolo Orozco, to adjourn. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

Approved:

Respectfully Submitted,

Doreen Osumi, Secretary

Brett Hancock, President

Julie Ann Jackson, Clerk

UNOFFICIAL
YUBA CITY UNIFIED SCHOOL DISTRICT
FINANCING CORPORATION MEETING
DECEMBER 15, 2020

Audio for this meeting is available at www.ycusd.org

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

The Public’s health and well-being are the top priority for the Board of Education of Yuba City Unified School District (“District”) and you are urged to take all appropriate health safety precautions. To facilitate this process, audio for the Board meeting was made available via zoom and at <http://ycusd.org/agendas>. The community was able to address the Board via zoom or email.

1) CALL TO ORDER

2) ROLL CALL (via zoom)

Members Present: Jasmin Dhami, Nicolo Orozco, Shelley Priddy,
Greg Quilty, Lonetta Riley, Mary Buttacavoli, and
Sarbjit Takhar.

Members Absent:

Staff Present: Doreen Osumi, Robert Shemwell, Pam
Aurangzeb, Michael Reed, and James Lohman.

3) Annual Meeting

Reorganization

The annual meeting for the officers of the YCUSD Financing Corporation parallels that of the Governing Board of Yuba City Unified School District. President Lonetta Riley, Vice President Sarbjit Takhar, Clerk Mary Buttacavoli, and Secretary Doreen Osumi.

Purpose of the Financing Corporation

The purpose of the Financing Corporation, as explained by Mr. Shemwell, is to provide the structure to enable the issuance of Certificate of Participation (COPs).

Financial Status

Mr. Shemwell stated that the financial status of the Financing Corporation is sound, with no irregularities to disclose.

Approval of Minutes

On a Motion by Sarbjit Takhar, seconded by Nicolo Orozco, to approve Financing Corporation Meeting Minutes from December 17, 2019. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

4) Next Meeting

5) Adjournment

On a Motion by Shelley Priddy, seconded by Sarbjit Takhar, to adjourn the Financing Corporation Meeting. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

Approved:

Respectfully Submitted,

Doreen Osumi, Secretary

Lonetta Riley, President

Mary Buttacavoli, Clerk



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: January 12, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Human Resources

SUBJECT: Human Resources Personnel Listing BR-2021-030

SUGGESTED ACTION: Approve as recommended.

ATTACHMENTS:
[Staff Report Personnel Listing](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Michael Reed, Asst. Supt. of Human Resources

Meeting Date: January 12, 2021

Item: Personnel Listing BR – 2021 - 030

NEW POSTION(S)			
POSITION		SITE	STATUS
SLPA		District Wide	New Position
PERSONNEL ACTIONS			
CLASSIFICATION	POSITION	STATUS	ACTION
Certificated	SPED	Filled	New Hire
Certificated	2 nd Grade	Vacant	Leave of Absence
Classified	Custodian I	Filled	New Hire
Classified	Cafeteria Worker	Filled	Transfer
Classified	Head Custodian I	Filled	Transfer
Classified	Office Specialist I	Filled	Reemployment
Classified	Child Development Assistant	Vacant	Resignation
Classified	Instructional Aide-Special Ed	Vacant	Resignation
Classified	Cafeteria Worker	Vacant	Resignation
Classified	Lead Cook	Vacant	Resignation
Classified	Office Specialist I	Vacant	Resignation
Coaches	RVHS	Filled	New & Returning
Coaches	YCHS	Filled	New

MR: ed



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: January 12, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Warrant List

SUGGESTED ACTION: The Superintendent Recommends Approval

ATTACHMENTS:

[Staff Report Warrant List](#)
[Warrant List](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell, Deputy Superintendent

Meeting Date: January 12, 2021

Item: Warrant List

The Commercial Warrant Registers for December 3rd, 10th, and 17th are presented for Board consideration.

BACKGROUND INFORMATION: Education Code Section 42631 - All payments from the funds of the school district shall be made by written order of the Governing Board of the District.

FINANCIAL IMPACT: Expenditures of \$4,335,961.81

BUSINESS SERVICES

SUMMARY OF CURRENT EXPENDITURES

FOR THE WEEK ENDING	GENERAL FUND (01)	CHILD DEV FUND (12)	CAFETERIA FUND (13)	DEFERRED MAINTENANCE FUND (14)	CAPITAL FACILITIES DEVELOPER FUND (25)	SPEC RESV BLDG & EQ FUND (40)	MELLO ROOS FUND (49)	SELF INS. FUND (67)	TOTAL OF BATCH
12/03/20	\$2,703,145.69	\$4,661.12	\$20,515.84		\$1,340.63				\$2,729,663.28
12/10/20	913,766.28	5,785.04	129,308.08	3,750.00					\$1,052,609.40
12/17/20	482,553.04	4,090.32	51,545.77				15,500.00		\$553,689.13
									\$0.00
									\$0.00
TOTAL	<u>\$4,099,465.01</u>	<u>\$14,536.48</u>	<u>\$201,369.69</u>	<u>\$3,750.00</u>	<u>\$1,340.63</u>	<u>\$0.00</u>	<u>\$15,500.00</u>	<u>\$0.00</u>	<u>\$4,335,961.81</u>

GRAND TOTAL OF ALL FUNDS

\$4,335,961.81



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: January 12, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Contracts and Agreements

SUGGESTED ACTION: The Superintendent Recommends Approval

ATTACHMENTS:

[Staff Report Contracts and Agreements](#)
[Contracts and Agreements](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell, Deputy Superintendent

Meeting Date: January 12, 2021

Item: Contracts and Agreements

During the course of the school year, it is necessary to enter into contracts and agreements for goods and/or services.

The attached list of contracts/agreements is submitted for Board approval and/or ratification.

Includes Purchase Orders dated 11/23/2020 - 12/18/2020 ***

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location DISTRICT OFFICE (DO)				
B21-00639	TAMARA THOMPSON HENNEBERRY	SLP TESTING AT PARK AVE	01-5800-6500	5,000.00
B21-00646	EMG	LSCCP GRANT CONSULT CONTRACT 9/23/20-6/30/21	01-5800-7085	15,368.00
P21-00757	UNIVERSITY OF OREGON	WO #22431 SWIS ANNUAL LICENSES	01-5800-0790	5,320.00
P21-00759	TEC-COM LOW VOLTAGE SOLUTIONS INC	WO #NA TEMPERATURE SCANNER BID DIST	01-6200-3220	253,295.00
P21-00788	HOONUIT I LLC	WO #NA ENROLLMENT ANALYTICS SOFTWARE DIST	01-5800-3220	20,450.00
P21-00797	IMMER1 TECHNOLOGY GROUP INC	WO #22584 NIMBLE STORAGE	01-5800-3220	57,915.29
P21-00845	CITY OF YUBA CITY FINANCE DEPARTMENT	SEWER CHARGES 20/21	01-5500-0000	267,128.20
Location FOOD SERVICE (FDSC)			Total Location	624,476.49
B21-00619	SFS OF SACRAMENTO INC	OPEN PO MISC. ITEMS -COVID	01-4300-3220	6,435.00
B21-00620	LAND O'LAKES INC	OPEN PO PRE-PACKAGED PRODUCTS	01-4710-3220	10,613.80
B21-00633	ES FOODS INC	OPEN PO PRE-PACKAGED FOODS FREEZER-COVID-19	01-4710-3220	50,916.60
B21-00634	ES FOODS INC	OPEN PO PRE-PACKAGED FOODS FREEZER-COVID-19	01-4710-3220	96,264.00
B21-00635	ARDELLA'S	OPEN PO FOR PRE-PACKAGED FOOD PRODUCTS	01-4710-3220	96,750.00
B21-00636	MCI FOODS INC	OPEN PO FOOD PRODUCTS	13-4710-5310	50,000.00
B21-00637	BAKE CRAFTERS	OPEN PO FOOD PRODUCTS	13-4710-5310	30,000.00
B21-00638	S.A. PIAZZA & ASSOCIATES LLC	FOOD PRODUCTS	13-4710-5310	21,000.00
P21-00768	J & J SNACK FOODS CORP	PRE-PACKAGED FOOD PRODUCTS	01-4710-3220	20,560.50
Location INFORMATION SYSTEMS (ITS)			Total Location	382,539.90
P21-00758	CDW GOVERNMENT INC.	WO #NA 480 LAPTOPS DIST	01-4400-3220	458,634.00
P21-00789	CDW GOVERNMENT INC.	WO #NA MONITORS DIST	01-4300-3220	15,721.99
P21-00790	CDW GOVERNMENT INC.	WO #NA HEADPHONES DIST	01-4300-3220	56,756.70
P21-00791	CDW GOVERNMENT INC.	WO #NA ADAPTERS AND CABLES DIST	01-4300-3220	13,513.34
P21-00792	APPLE INC	WO #NA IPADS DIST	01-4300-3220	403,677.50
P21-00794	CDW GOVERNMENT INC.	WO #NA MOBILE LAPTOPS DO	01-4400-3220	8,800.57
P21-00796	CDW GOVERNMENT INC.	WO #NA MOBILE LAPTOPS DO	01-4400-3210	8,800.57
P21-00833	APPLE INC	WO #22631 MOBILE/REMOTE DEVICE IT	01-4300-3220	1,265.31
			01-4400-3220	4,858.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

Includes Purchase Orders dated 11/23/2020 - 12/18/2020 ***

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location INFORMATION SYSTEMS (ITS) (continued)				

P21-00846 APPLE INC

WO #22645 MOBILE/REMOTE DEVICE IT

01-4300-3220	1,265.31
01-4400-3220	4,858.00
Total Location	978,151.29

Location MAINTENANCE (MAIN)

B21-00645 BUTTES CENTER STATE PIPE & SUPPLY

BPO - PLUMBING SUPPLIES

01-4300-8150	10,000.00
--------------	-----------

P21-00740 WAXIE SANITARY SUPPLY

DISINFECTANT FOR COVID

01-4300-3220	21,543.22
--------------	-----------

P21-00772 WAXIE SANITARY SUPPLY

DISINFECTANT WIPES FOR COVID

01-4300-3220	47,169.62
--------------	-----------

P21-00783 BUTTES CENTER STATE PIPE & SUPPLY

MAINTENANCE EQUIPMENT

01-4400-8150	6,111.11
--------------	----------

P21-00820 REFRIGERATION SUPPLIES DIST

MAINTENANCE SUPPLIES

01-4300-8150	7,036.35
--------------	----------

Total Location	91,860.30
-----------------------	------------------

Location TRANSPORTATION (TRAN)

P21-00755 TYLER TECHNOLOGIES INC

WO #22418 BUS STUDENT TRACKING SOFTWARE

01-4300-3220	10,440.00
--------------	-----------

P21-00798 CREATIVE BUS SALES

NEW SPECIAL EDUCATION BUSES

01-4400-3220	30,125.00
01-5800-3220	46,325.00
01-6400-3220	436,606.13

Total Location	523,496.13
-----------------------	-------------------

Location YUBA CITY HIGH (YCHS)

P21-00754 CDW GOVERNMENT INC.

WO #22249 PL TW LAB

01-4400-6388	35,306.26
--------------	-----------

Total Number of POs

33

Total	2,635,830.37
--------------	---------------------

Fund Recap

Fund	Description	PO Count	Amount
01	GENERAL	30	2,534,830.37
13	CAFETERA	3	101,000.00
Total			2,635,830.37

Information is further limited to: (Minimum Amount = 5,000.00)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

035 - YUBA CITY UNIFIED SCHOOL DISTRICT

Generated for TRISHA COLLIER (TCOL35), Dec 18 2020 9:18AM

ESCAPE	ONLINE
Page 2 of 2	



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: January 12, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Donations

SUGGESTED ACTION: The Superintendent recommends approval.

ATTACHMENTS:
[YCUSD staff report](#)
[01-12-21](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell, Deputy Superintendent

Meeting Date: January 12, 2021

Item: Donations

EC 41032 -The Governing Board of any school district may accept on behalf of, and in the name of, the district, gifts, donations, bequests, and devises that are made to the district or for the benefit of any school administered by the district. The gifts, donations, bequests, and devises may be made subject to conditions or restrictions that the Governing Board may prescribe.

BP 3290 -The Governing Board may accept any bequest or gift of money or property on behalf of the district. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to providing equal educational opportunities for all district students.

Financial Impact: Increase in restricted revenues and related expenditures of \$668.00 Net Impact -0-.

YUBA CITY UNIFIED SCHOOL DISTRICT

TO: Doreen Osumi
 FROM: Robert Shemwell
 DATE: 12/22/2020
 SUBJECT: Donations
 For Board Meeting on January 12, 2021

FILE:

Please place on the next Board Agenda the Gifts and Donations as listed below:

DONOR INFORMATION		VALUE OF DONATION		PURPOSE	
<i>Number</i>	<i>Name</i>	<i>Cash</i>	<i>Value</i>	<i>Intent of Gift</i>	<i>School</i>
DON 18	Blackbaud Giving Fund/PG&E	\$60.00		General Use	Lincoln
DON 19	PG&E	540.00		General Use	Tierra Buena
DON 20	Bel Air Grocery		43.40	Bags for Supplies Pick up	Tierra Buena
DON 21	Bel Air Grocery		25.00	Bags for Supplies Pick up	Tierra Buena

Total for Current Period:

\$600.00	\$68.40
-----------------	----------------

Summary of Total Donations Received in 2020/2021

	Donations from Previous Period	Donations for Current Period	Total Donations as of December 22, 2020
Total donations - Cash	\$6,100.41	\$600.00	\$6,700.41
Total donations - Value	700.00	68.40	768.40
Total donations	\$6,800.41	\$668.40	\$7,468.81

RS:ba
 Attachments



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: January 12, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Authorize the Disposal of Surplus Property

SUGGESTED ACTION: The Superintendent recommends approval.

ATTACHMENTS:

[Staff Report Surplus](#)
[Surplus Forms](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell, Deputy Superintendent

Meeting Date: January 12 , 2021

Item: Surplus

EC-60510 The state board, the Governing Board of any school district that employs a superintendent of schools, and other school districts with the approval of the county superintendent of schools, may dispose of surplus or obsolete instructional materials in their possession that are usable for educational purposes in any of the following ways:

- (a) By donation to any nonprofit charitable organization.
- (b) By donation to children or adults in the State of California, or foreign countries for the purpose of increasing the general literacy of the people.
- (c) By sale to any organization that agrees to use the materials solely for educational purposes.

Yuba City Unified School District

Surplus Form

SUBMIT

Site: Tierra Buena

Contact: Steven Whitby

Date: 12/14/2020

Description of Equipment	Location	Equipment				Tag Number	*Surplus Code
		Make	Model	Serial Number			
1 two metal cabinets	TB	NA	NA	NA		NA	D
2 two tables	TB	NA	NA	NA		NA	D
3 six student desk	TB	NA	NA	NA		NA	D
4 two desk with wheels	TB	NA	NA	NA		NA	D
5 One low shelf	TB	NA	NA	NA		NA	D
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

* Surplus Codes: S - Surplus, D - Disposal

Signature: _____



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: January 12, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Ratification of Contract(s) Executed Pursuant to Board Policy 3300

SUGGESTED ACTION: Superintendent recommends approval.

ATTACHMENTS:

[Staff Report](#)
[School Facility Consultants Contract](#)
[School Facility Consultants Proposal](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell

Meeting Date: January 12, 2021

Item: Ratification of Contract(s) Executed Pursuant to Board Policy 3300

On December 10, 2013, the Board of Education delegated authority to enter into contracts on behalf of the Yuba City Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604. Resolution Number (BR-1314-036) further limited the delegation to expenditures of less than \$84,100 and required that the Board of Education ratify the contract within sixty (60) days of incurring the expense.

1. SCHOOL FACILITY CONSULTANTS – Fee Justification Study

FISCAL IMPACT – (Not to exceed \$8,000) General Fund 01

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

Fee Justification Study

This agreement ("Agreement") is by and between the Yuba City Unified School District ("District") and School Facility Consultants, a California Corporation ("Contractor" or "SFC") (together, they are referred to as "Parties", and individually, as a "Party").

RECITALS

1. District is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
2. District is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by District.

AGREEMENT

1. INCORPORATION OF RECITALS AND ATTACHMENTS

The preceding recitals, and all subsequent attachments, are incorporated as though fully set forth in this Agreement.

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on January 12, 2021 ("Effective Date").
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) June 30, 2021.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

Contractor shall furnish to the District the services described in **Exhibit A** ("Services"), which is attached and incorporated by this reference.

5. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in **Exhibit B**, which is attached and incorporated by reference.

6. GENERAL TERMS AND CONDITIONS

Exhibit C, entitled General Terms and Conditions, is attached and incorporated by reference.

7. INSURANCE

Exhibit D, entitled Insurance, is attached and incorporated by reference.

8. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To District:
Yuba City Unified School District
750 Palora Drive
Yuba City, CA 95991
Attn: Robert Shemwell

To Contractor:
School Facility Consultants
1303 J Street, Suite 500
Sacramento, CA 95814
Attn: Matt Pettler

The Parties have executed this Agreement on the dates indicated below.

Yuba City Unified School District

School Facility Consultants, a California Corporation

Dated: _____

Dated: _____

By: _____
Robert Shemwell

By: _____
Matt Pettler

Its: Deputy Superintendent

Its: Vice President

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

Background

Education Code Section 17620 and Government Code Section 65995 currently authorize school districts to collect fees on new development. These amounts are adjusted every two years according to the inflation rate for Class B construction as determined by the State Allocation Board. In January 2020, the State Allocation Board adjusted the amount of the statutory fee that school districts may charge for Level 1 fees (currently \$4.08 per square foot for residential development and \$0.66 per school foot for commercial/residential development). Government Code Section 66001 requires that a reasonable relationship must exist between any fees collected and the developments on which the fees are charged.

Final Product

SFC will prepare a School Facility Fee Justification Report (“Report”) that will authorize the District to collect the fees authorized by Education Code 17620 and Government Code 65995. The Report will (1) identify the cost of providing school facilities for students generated by new residential and commercial/industrial and (2) explain the relationship between that cost and the developments on which fees will be charged.

Scope of the Report

In order to carry out the two objectives listed above, the Report will make the following determinations:

1. the District’s need for additional school facilities and/or interim housing over the next five years
2. the estimated cost of needed additional school facilities and/or interim housing
3. the number of students generated by new residential and commercial/industrial development

Major Tasks

The tasks associated with preparing the Report are divided into three stages. First, in order to make the findings listed above, SFC will:

1. confer with City/County Planning Departments and other local/regional agencies (as necessary) to gather information such as residential and commercial development rates, availability of developable land, land use plans, and development applications
2. confer with District personnel to obtain information such as amounts of developer fees collected in the past, current school facility capacities, and plans for modifying and/or adding facilities
3. analyze enrollment projections and District classroom capacities to estimate the need for new or reconstructed facilities

4. estimate the cost of needed new facilities based on actual projects, state and District building standards, applicable capital improvement plans, and appropriate local site acquisition and development costs
5. estimate the number of students that will reside in a new housing unit by calculating the number of students who currently reside in similar housing units
6. analyze U.S. Census data such as number of employees per housing unit to justify fees for commercial/industrial development

Second, SFC will provide the District a draft Justification Report for its review.

Third, SFC will make modifications based upon comments received from the District and distribute a limited number of final bound reports to the District for adoption by the Board.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

Compensation shall be EIGHT THOUSAND DOLLARS (\$8,000) for the Services, paid in two equal (2) installments of four thousand dollars (\$4,000) as set forth in section C.1 below. In the event that the District and Contractor agree for services to be rendered that are not included within the Services, Compensation for such services shall be computed pursuant to the following rate schedule:

Title	Rate
Principal	\$240
Director	\$200
Senior Consultant	\$195
Consultant	\$175
Research Analyst	\$145
Administrative Support	\$90

B. Expenses

All expenses reasonably incurred by SFC in performance of the consulting services with the prior approval of the District shall be reimbursed by the District. The District hereby gives prior approval for SFC to incur not to exceed \$1,000 in expenses to be reimbursed. Expenses may include, but are not limited to, transportation costs (mileage at the prevailing IRS standard rate, rental vehicles, travel, lodging and airfare), reproduction of materials, data purchases and overnight deliveries. Pre-approved extraordinary expenses such as work needed to address public inquiries and/or fee challenges, requested meetings, presentations, special maps or work requested after the delivery of the final draft will be billed in 15-minute increments in accordance with the rate schedule outlined below plus actual expenses incurred.

C. Payment

1. Schedule

Contractor shall be paid in two (2) equal installments of four thousand dollars (\$4,000) plus reasonable expenses incurred to date with prior approval, the first to be invoiced at the commencement of services and the second to be invoiced upon completion of the draft Report.

2. Process

Payment shall be made (for all undisputed amounts) within thirty (30) calendar days after the Contractor submits an invoice to the District for Services actually completed.

EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by District as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
 - a. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
 - c. **With Cause by District.** District may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
 - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the District; or
 - (2) any act by District exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) District is adjudged bankrupt, District makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
 - e. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
5. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS.**
 - a. **Contractor.** To the furthest extent permitted by

California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified District Parties from any Claim to the extent that the Claim:

- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; **or**
 - (2) arises out of, pertains to, or relates to the performance of this Agreement
- b. **District.** To the furthest extent permitted by California law, District shall indemnify, defend, and hold free and harmless the Indemnified Contractor Parties from any Claim to the extent that the Claim:
- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of District, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants.
- c. **Indemnified Parties, Defined.**
- (1) **District.** The “Indemnified District Parties” are District, its officers, consultants, employees, and trustees.
 - (2) **Contractor.** The “Indemnified Contractor Parties” are Contractor, its officers, consultants, and employees.
- d. **Claim, Defined.** A “Claim” consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and consultants’ fees and causes of action to property or persons, including personal injury and/or death, except that:
- (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a “Claim” shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor; and
 - (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a “Claim” shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.

- e. Either Party may accept or reject legal counsel proposed to defend the indemnified party with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend the indemnified party at the other party’s expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.

6. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
7. **CONFIDENTIALITY.** The Contractor and the Contractor’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services (“Confidential Information”), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of the District, except as required by law or as necessary for Contractor’s agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor’s agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to District notice(s) of the legal process”, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify District of this information.
9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon District until

District's Governing Board has approved all the terms and conditions contained herein.

10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
11. **LIMITATION OF LIABILITY.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
13. **PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
15. **ANTI-DISCRIMINATION.** It is the policy of the District that in connection with all work performed

under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **FINGERPRINTING OF EMPLOYEES.** Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees if required by law to do so. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this Section shall be provided in writing to the District prior to each individual's contact with any student.
17. **AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
18. **EVALUATION OF CONTRACTOR AND**

- SUBORDINATES.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- a. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
19. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance, and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by District.
20. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
21. **ASSIGNMENT AND SUCCESSORS.** Neither District nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
22. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
23. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
24. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which the District's principal administrative office is located.
25. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
26. **EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
27. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both District and Contractor.
28. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of District and Contractor.
29. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
30. **AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
31. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

32. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

EXHIBIT D
to AGREEMENT FOR SERVICES

INSURANCE

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
 - 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
 - 1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
 - 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

2. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.



Proposal for School Facility Fee Justification Report

Prepared for:

Yuba City Unified
School District

Attention:

Robert Shemwell

Deputy Superintendent of Business Services

Email: rshemwell@ycusd.k12.ca.us

Phone: (530) 822-5200

Primary Contact:

Matthew A. Pettler

Vice President

Email: matt@s-f-c.org

Phone: 916.441.5063

Letter of Transmittal

January 7, 2021

Mr. Robert Shemwell
Deputy Superintendent of Business Services
Yuba City Unified School District
750 Palora Avenue
Yuba City, CA 95991

Subject: Proposal for a Developer Fee Report

Dear Mr. Shemwell:

School Facility Consultants (SFC) is pleased to present the Yuba City Unified School District with this Proposal for a School Facility Fee Justification Report (Level 1). SFC has prepared both Level 1 and Level II/III developer fee reports for the District in the past resulting in millions of dollars for the District's facility projects. We look forward to working with you and the Yuba City Unified School District. Enclosed are for your review are SFC's Experience & Qualifications, a proposed Contract for Services, and Client References.

SFC is very experienced in providing developer fee mitigation solutions for districts including:

- ✓ Developer Fee Justification Reports
- ✓ GIS Mapping for Student Generation Rates (SGRs)
- ✓ Alternative Mitigation Agreement Negotiation Assistance
- ✓ Review/Response to EIR Documents for Development Projects

I believe SFC can assist the Yuba City Unified School District to maximize the developer fees available for the District's facility needs.

We very much appreciate your consideration of our firm. Please do not hesitate to contact me at your earliest convenience with any questions.

Sincerely,

Matthew A. Pettler
Vice President

Experience and Qualifications

FIRM INFORMATION

School Facility Consultants (SFC) has assisted its clients in all aspects of school facility funding and planning since 1986. We have worked with clients to realize over five billion dollars in school facility funding including new construction, modernization, and renovation projects. Our knowledgeable staff understands the intricacies of the planning and funding process in California, including the procedures and requirements of the California Department of Education (CDE), Office of Public School Construction (OPSC), Division of the State Architect (DSA) California Energy Commission (CEC) and Department of Toxic Substances Control (DTSC).

With decades of combined experience in a wide range of school facility issues, we at School Facility Consultants are committed to integrity, professionalism and excellence in all that we do. We are comprised of a diverse group of motivated individuals guided by the shared endeavor of applying analysis and strategy to achieve concrete results for our clients.

At SFC, we offer a full-range of comprehensive services and work closely with clients to become a seamless extension of facility teams. Based in Sacramento, our consulting teams are active in the implementation, analysis, and monitoring of State programs and regulations. We have developed strong working relationships with state agency staff members and bring a deep understanding of facility planning to each of our client's projects.

SFC's team structure provides its clients with reliability, accessibility and a broad knowledge base. The SFC partners maintain direct involvement with clients through regular communications with the consulting teams providing strong connections between consultants and clients. A Senior Consultant serves as the primary client liaison and manager of each client's project issues. Additional consulting staff is available on the team to provide additional support, research, and production of work product. Team Leaders manage workload and troubleshoot potential issues for the team. The team approach ensures that a consultant is always available to provide immediate assistance to clients. By working collaboratively, our consulting team members contribute their individual expertise toward an extensive and comprehensive knowledge base that addresses the unique needs of individual clients.

SFC was built upon its strong values, culture, and work ethic. These qualities make for a highly effective and successful work environment for its staff, promoting teamwork and providing valuable opportunities for individual employee growth potential. This positive environment encourages productivity, and allows for the highest level of service for our clients.

Experience and Qualifications

STATE FUNDING ELIGIBILITY AND APPLICATION

California school districts and county offices of education have the potential to realize significant State funding contributions through individualized analysis of funding eligibility under the State's School Facility Program (SFP). SFC consulting staff is trained to analyze complex data sets in order to determine eligibility and access funding available through the Office of Public School Construction (OPSC) and other State agencies. SFC assists districts in navigating the multi-step requirements and coordinating with these agencies through the entire funding process.

FUNDING STRATEGY

By synthesizing our various areas of technical expertise, SFC consulting staff is equipped to develop complex and effective long and short term funding strategies that provide proven results in facilities funding. As a full-service consulting firm, SFC has the ability to take school districts facilities projects from start to finish, applying methodology that garners the greatest funding gains while addressing specific and individual project needs which may evolve during the life of the project. SFC assists clients in providing a long term strategy which results in maximizing outside funding sources to expand the life of their local funding availability. These efforts ultimately afford our clients with the ability to provide additional and enhanced learning environments for students.

PROJECT CLOSEOUT AND AUDIT SUPPORT

As part of participation in the SFP, school districts and county offices of education are required by statute and regulation to conform to a number of certifications, as well as to ensure that funds received are expended appropriately. As part of the project closeout process SFC assists clients in compiling the documentation necessary to demonstrate conformance with expenditure requirements and the numerous certifications in order for clients to retain their awarded project funding amounts.

MASTER PLANNING

Clients utilize Master Plans to forecast their facility needs into the future. SFC produces comprehensive Master Plans for clients, which assess potential impacts associated with outside area developments such as new residential development, shifts in demographic trends, and fluctuating district boundaries. Unification studies, territory transfer and school site placement are interpreted as the physical needs of clients' facilities are also assessed and addressed through the use of Master Plans.

DEVELOPER FEE STUDIES

School districts are authorized to collect impact fees on new residential and commercial/industrial development pursuant to California law. The preparation of developer fee studies in accordance with statute is required in order for districts to collect these fees. These studies utilize local district data, including new residential development, historical statistical information, and school construction costs to determine the dollar amount that can be justified for collection by the school district. SFC's Planning Division prepares Justification Studies (Level 1) and School Facility Needs Analysis Studies (Level 2 and 3) according to the State Allocation Board's (SAB) provisions.

DEVELOPMENT MITIGATION SERVICES

SFC assists clients with development mitigation services. Services include Student Generation Rate Studies, Mitigation Impact Reports and Fair Share Studies. SFC consulting staff is available to provide comments on the potential impact of planned developments including general plans, specific plans and environmental impact reports. SFC consultants provide Geographic Information System (GIS) mapping services to inform student generation rates on a district-wide basis, by attendance area and for specific development projects. Should a district experience a fee challenge, staff are available to provide expert witness testimony and/or a professional review of developer fee justification reports or mitigation agreements.

Experience and Qualifications



Alexander R. Murdoch

School Facility Consultants, President/Partner

PROFESSIONAL QUALIFICATIONS

Alex Murdoch has worked in the school facility industry for over twenty five years providing consulting services for clients in all areas of school facility planning and funding. As President and Partner of School Facility Consultants, Alex applies sophisticated methodologies to the facility funding and planning process resulting in the successful, timely delivery of innovative and complex projects.

As an industry leader, Alex is credited with a number of significant accomplishments including innovative planning that resulted in funding for a school district's reuse of commercial property for educational and economic revitalization purposes, being first to secure a lease/lease-back funding guarantee from the Office of Public School Construction for a school district and being first to receive special, legislated funding for a school district's multi-story replacement project.

Alex applies a nuanced approach to the political intricacies of the allocation of school facilities funding. He works to increase the Federal commitment to California school facilities. Alex specializes in identifying statewide policy trends, which are beneficial to the firm's clients. As an appointed member of statewide committees, Office of Public School Construction's Ad Hoc Committee in 2007 and the Coalition for Adequate School Housing's Grant Adequacy Committee in 1999, Alex has been instrumental in contributing to changes in regulations and legislation that benefit schools in California today.

Alex has crafted dozens of successful appeals to the State Allocation Board, brought numerous special items before the State Allocation Board and has crafted successful statewide bond provisions. His expert understanding of California Ed code and School Facility Program regulations has resulted in millions of dollars of funding for California school districts.

Education:

Bachelor of Arts - Political
Science and Economics,
University of California, Davis

Years with Firm:

27

Professional Affiliations:

C.A.S.H. – Coalition for
Adequate School Housing

C.A.S.B.O – California
Association of School Business
Officials

School Energy Coalition

Californians for School
Facilities

Small School Districts
Association

County School Facilities
Consortium

Experience and Qualifications



Matthew A. Pettler

School Facility Consultants, Vice President/Partner

PROFESSIONAL QUALIFICATIONS

Matt Pettler has been with School Facility Consultants (SFC) for over 20 years and became a Principal and Partner in the Firm in January of 2007. Matt currently serves as Vice President and has assisted hundreds of clients receive billions of dollars in capital outlay funds for public school facilities in California. Matt specializes in managing client projects in all areas of the State School Facility Program as well as leading developer fee mitigation and District Facility Master Planning efforts.

During his time with SFC, Matt has played a key role in multiple successful school district appeals before the State Allocation Board gaining over \$600 million dollars in Financial Hardship, Overcrowding Relief Grant and Facility Hardship funding. Matt has also assisted many school districts with complex audit/closeout issues reaching successful outcomes, avoiding Material Inaccuracy penalties.

Additionally, Matt has prepared developer fee justification documents and successfully worked with the Building Industry Association (BIA) to secure millions of dollars needed to offset the impact of new residential development. He has led master planning teams in a number of school districts, allowing those districts to plan and execute successful bond elections and construct needed facilities for students.

Through these successes Matt has established relationships with State Allocation Board members, their staff and State Agency leadership.

Education:

Bachelor of Arts - Political Science and Public Policy, University of California, Los Angeles

Years with Firm:

22

Professional Affiliations:

C.A.S.H. – Coalition for Adequate School Housing
C.A.S.B.O – California Association of School Business Officials
School Energy Coalition
Californians for School Facilities
Small School Districts Association
County School Facilities Consortium

Awards:

Matt is a 2011 Coalition of Adequate School Housing Service Award Recipient

**School Facility Consultants
Contract for Services with
Yuba City Unified School District**

This document represents an agreement between the Yuba City Unified School District, herein referred to as the District, and School Facility Consultants, herein referred to as the Contractor.

For the remuneration stipulated, the Contractor shall provide the following services:

School Facility Fee Justification Report

SFC will prepare, in accordance with all pertinent provisions of the Education and Government Codes, a School Facility Fee Justification Report that will document the impact of residential and commercial/industrial development on school facility needs and will enable the District to levy developer fees up to the maximum amount authorized by Government Code Section 65995 (Level I fees).

The fee for this service is \$8,000.

The fee shall be payable in two installments. The first installment will be \$4,000 and payable upon commencement of services. The balance shall be payable upon completion of the draft report(s). If the District chooses not to proceed with the report(s), the District shall pay SFC on a time and material basis plus actual expenses incurred. All expenses incurred by SFC in performance of the consulting services shall be reimbursed by the District. Expenses may include, but are not limited to, transportation costs (mileage at the prevailing IRS standard rate, rental vehicles, travel, lodging and airfare), reproduction of materials, data purchases and overnight deliveries. Pre-approved extraordinary expenses such as work needed to address public inquiries and/or fee challenges, requested meetings, presentations, special maps or work requested after the delivery of the final draft will be billed in 15 minute increments in accordance with the rate schedule outlined below plus actual expenses incurred.

Hourly Rate Schedule

Principal	\$240 per hour
Director	\$200 per hour
Senior Consultant	\$195 per hour
Consultant	\$175 per hour
Research Analyst	\$145 per hour
Administrative Support	\$90 per hour

The District shall be responsible for reviewing and verifying all data included in documents, forms and reports prepared by SFC on behalf of the District. The District 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.

It is understood that the Contractor shall function as an independent contractor without authority to obligate the District for any indebtedness or other commitments. The Contractor will accurately and fairly represent the District's position.

During the term of this agreement, the status of those individuals performing the work stipulated in this contract may change. Changes to an individual's status may change billing rates. The District agrees to accept these changes. The Contractor agrees that any such changes in status will be reflected on the bill.

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

SUBMITTED BY:
School Facility Consultants

APPROVED BY:
Yuba City Unified School District

Matthew A. Pettler

Authorized Signature

Date: January 7, 2021

Date: _____

**Yuba City Unified School District
Summary of Services – School Facility Fee Justification Report**

Background

Education Code Section 17620 and Government Code Section 65995 currently authorize school districts to collect fees on new development. These amounts are adjusted every two years according to the inflation rate for Class B construction as determined by the State Allocation Board. In January 2020, the State Allocation Board adjusted the amount of the statutory fee that school districts may charge for Level 1 fees (currently \$4.08 per square foot for residential development and \$0.66 per school foot for commercial/residential development). Government Code Section 66001 requires that a reasonable relationship must exist between any fees collected and the developments on which the fees are charged.

Final Product

SFC will prepare a School Facility Fee Justification Report that will authorize the District to collect the fees authorized by Education Code 17620 and Government Code 65995. The Report will (1) identify the cost of providing school facilities for students generated by new residential and commercial/industrial and (2) explain the relationship between that cost and the developments on which fees will be charged.

Scope of the Report

In order to carry out the two objectives listed above, the Report will make the following determinations:

1. the District's need for additional school facilities and/or interim housing over the next five years
2. the estimated cost of needed additional school facilities and/or interim housing
3. the number of students generated by new residential and commercial/industrial development

Major Tasks

The tasks associated with preparing the Report are divided into three stages. First, in order to make the findings listed above, SFC will:

1. confer with City/County Planning Departments and other local/regional agencies (as necessary) to gather information such as residential and commercial development rates, availability of developable land, land use plans, and development applications
2. confer with District personnel to obtain information such as amounts of developer fees collected in the past, current school facility capacities, and plans for modifying and/or adding facilities
3. analyze enrollment projections and District classroom capacities to estimate the need for new or reconstructed facilities
4. estimate the cost of needed new facilities based on actual projects, state and District building standards, applicable capital improvement plans, and appropriate local site acquisition and development costs
5. estimate the number of students that will reside in a new housing unit by calculating the number of students who currently reside in similar housing units
6. analyze U.S. Census data such as number of employees per housing unit to justify fees for commercial/industrial development

Second, SFC will provide the District a draft Justification Report for its review.

Third, SFC will make modifications based upon comments received from the District and distribute a limited number of final bound reports to the District for adoption by the Board.

Client References

Central Unified School District

4605 N. Polk Avenue

Fresno, CA 93722

Steve McClain

Assistant Superintendent/CBO

(559) 274-4700 x 63105

smcclain@centralunified.org

and

Joseph Martinez

Director, Facilities Planning

(559) 274-4700 ext. 63100

josephmartinez@centralunified.org

Dates of Work Performed:

2016, 2017, 2018, 2020 - Level I - School Facility Fee Justification Report(s)

2013, 2015 - 2020 - School Facility Needs Analyses

Western Placer Unified School District

600 Sixth Street

Lincoln, CA 95648

Michael Adell

Director of Facilities

(916) 645-5100

madell@wpusd.k12.ca.us

Dates of Work Performed:

2008, 2010, 2012, 2014, 2016, 2018, 2020- Level I - School Facility Fee Justification Report(s)

2008-2020 - School Facility Needs Analyses

Fairfield-Suisun Unified School District

2490 Hilborn Road

Fairfield, CA 94533

Kim Van Gundy

Assistant Director

(707) 399-5148

KimVa@fsusd.org

Dates of Work Performed:

2010, 2012, 2014, 2016, 2018, 2020 - Level I - School Facility Fee Justification Report(s)

2007, 2008, 2010 - 2020 - School Facility Needs Analyses

Client References

Los Banos Unified School District

1717 S. Eleventh Street

Los Banos, CA 93635

Amer Iqbal

Assistant Superintendent, Administrative Services

(209) 826-3801

aiqbal@losbanosusd.k12.ca.us

Dates of Work Performed:

2003, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020 - Level I - School Facility Fee Justification Report(s)

2001-2020 - School Facility Needs Analyses

San Benito High School District

1220 Monterey Street

Hollister, CA 95023

Mr. Shawn Tennenbaum

Superintendent

(831) 637-5831

stennenbaum@sbhdsd.k12.ca.ua

Dates of Work Performed:

2007, 2010, 2012, 2014, 2016, 2018, 2020 - Level I - School Facility Fee Justification Report(s)

2016, 2017, 2019, 2020 - School Facility Needs Analyses



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: January 12, 2021

AGENDA SECTION: ACTION

DEPARTMENT: Superintendent

SUBJECT: 2021 Reopening Plan and Timelines

SUGGESTED ACTION: Consideration and possible action to modify the 2021 Reopening Plan and Timelines.

ATTACHMENTS:

[Staff Report Reopening Plan](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Doreen Osumi, Superintendent

Meeting Date: January 12, 2021

Item: 2021 Reopening Plan and Timelines

Staff will present information to the Board for possible action regarding the reopening of school for grades preschool-5th grade and 6th-12th grades.