WESTERN PLACER
UNIFIED SCHOOL DISTRICT

WPUSD Board Meetings Held Via Go To Meeting While Shelter in Placer Order is in Effect

Public Comments Accepted by Email and Telephone

During this time of local health concerns, the Western Placer Unified School District is following the State of California Executive Orders N-29-20 and N-33-20, which provide for holding public meetings electronically. The Western Placer Unified School District will convene Board of Trustee meetings using telephone technology. Members of the public can participate, while following the Stay at Home requirements currently in place statewide.

When an agenda is published online here, a phone number and meeting code will be included on the agenda so the public can access the meeting live. There are three ways for members of the public to submit comments about items on the agenda:

1. **Email** - Submit a comment via email to the Superintendent's Administrative Assistant, Maria Gonzalez, at mgonzalez@wpusd.org at least two hours before the start of the meeting.
2. **Telephone** - Call the Superintendent's Administrative Assistant at (916) 645-6350 between 9:00 – 12:00 to submit a comment.
3. **Go To Meeting Participation** - Dial in using your phone

   United States: +1 (408) 650-3123

   Access Code: 144-333-605

Comments submitted by email or telephone will be placed into the record at the meeting but may or may not be read during the meeting call. We appreciate your patience during these extraordinary times. For questions, please contact Scott Leaman at (916) 645-6350 between 9:00 and 12:00 or email sleaman@wpusd.org.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 SIXTH STREET, SUITE 400,
LINCOLN, CALIFORNIA 95648
Phone: 916.645.6350 Fax: 916.645.6356

MEMBERS OF THE GOVERNING BOARD

Paul Long – President
Brian Haley – Vice President
Paul Carras – Clerk
Damian Armitage – Member
Kris Wyatt – Member

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations

	STUDENT ENROLLMENT		
School	2019-2020 CALPADS	3/2/2020	5/4/2020
Sheridan Elementary (K-5)	64	58	59
First Street Elementary (K-5)	447	460	462
Carlin C. Coppin Elementary (K-5)	441	455	456
Creekside Oaks Elementary (K-5)	609	613	612
Twelve Bridges Elementary (K-5)	652	663	663
Foskett Ranch Elementary (K-5)	412	417	412
Lincoln Crossing Elementary (K-5)	698	697	698
Glen Edwards Middle School (6-8)	869	881	902
Twelve Bridges Middle School (6-8)	830	829	863
Lincoln High School (9-12)	2,071	2,021	2,080
Phoenix High School (10-12)	84	88	88
Atlas (K-12) (new 2019-2020)	40	41	34
SDC Program (18-22)	11	12	12
Non-Public Schools	31	33	33
TOTAL	**7259**	**7,268**	**7,374**

SDC Pre-School

Foskett Ranch	22
First Street/LIP	88

GLOBAL DISTRICT GOALS

- Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
- Foster a safe, caring environment where individual differences are valued and respected.
- Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
- Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.
- Promote student health and nutrition in order to enhance readiness for learning.

Western Placer Unified School District

Regular Meeting of the Board of Trustees

May 19, 2020

WPUSD District Office/City Hall Building–Go To Meeting

600 Sixth Street, Lincoln, CA 95648

AGENDA

2019-2020 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

All Open Session Agenda related documents are available to the public for viewing at the Western Placer Unified School District Office located at 600 Sixth Street, Fourth Floor in Lincoln, CA 95648.

1. **ANNOUNCEMENT:** EXECUTIVE ORDER N-29-30 TELECONFERENCE FLEXIBILITY

   1.1 This meeting is being held pursuant to the procedures established in Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. All board members may attend the meeting by teleconference. This meeting will be a telephone conference call only. The public may listen/participate via instruction listed prior to section 4 of the agenda (**4. Adjourn to Open Session/Pledge of Allegiance**)

2. **ANNOUNCEMENT:** Should this Board Meeting encounter any security breech or inappropriate issues, the meeting will be ended immediately.

5:00 P.M.

3. **CLOSED SESSION** – WPUSD District Office – Go To Meeting Conference call with Board Members not on site.

   3.1 CONFERENCE WITH LABOR NEGOTIATOR
   Bargaining groups: WPTA & CSEA Negotiations
   Agency Negotiators:
   ~Scott Leaman, Superintendent
   ~Kerry Callahan, Deputy Superintendent of Educational Services
   ~Gabe Simon, Assistant Superintendent of Personnel Services
   ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

   3.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

   3.3 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
   Student Discipline – Stipulated Expulsion Student #19-20-E

   3.4 PERSONNEL
   Public Employee Employment/Discipline/Dismissal/Release

Please join the meeting : Dial in using your phone United States +1(408) 650-3123 using **Access Code:** 144-333-605

Submit comments: Email - Superintendent's Administrative Assistant, Maria Gonzalez at mgonzalez@wpusd.org or Telephone – Call Superintendent's Administrative Assistant at (916) 645-6350 between 9:00 a.m. – 12:00 p.m.
(If you will be speaking please make sure your audio is turned all the way down on any devices to avoid feedback issues)

6:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE –

The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1 ***Page 10*** **- CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Kerry Callahan, Deputy Superintendent of Educational Services
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

4.2 ***Page 11*** **- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

4.3 ***Page 12*** **- STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
Student Discipline – Stipulated Expulsion Student #19-20-E

4.4 ***Page 13*** **- PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

5. ***Page 15-115*** **- CONSENT AGENDA**

NOTICE TO THE PUBLIC
All items on the Consent Agenda will be approved with one motion, which is not debatable and requires a unanimous vote for passage. If any member of the Board, Superintendent, or the public, so request, items may be removed from this section and placed in the regular order of business following the approval of the consent agenda.

5.1 Certificated Personnel Report
5.2 Classified Personnel Report
5.3 Ratification of Contract with Kellie MacCracken and Western Placer Unified School District – Caretaker Services at Lincoln High School
5.4 Ratification of Contract with the Teacher Synergy LLC – Lincoln Crossing Elementary School
5.5 Ratification of Contract with Starstuck Showcase – Foskett Ranch Elementary School
5.6 Approve Application to Participate in the Dry Period Financing Process
5.7 Approve Agreement for Fiscal Budget Services Between School Services of California, Inc., and WPUSD
5.8 Approve Agreement for SchoolMessenger Services Between Intrado and WPUSD

5.9 Contract between Medical Billing Technologies and WPUSD for Medi-Cal LEA Billing Services
5.10 Ratify Contract between Capitol Public Finance Group and Western Placer Unified School District
5.11 Disposal of Surplus Items - Portables
5.12 Approval of Amendments to Temporary Construction Easement
5.13 Ratification of Memorandums of Understanding between the California School Employees' Association (Chapter #741) and Western Placer Unified School District
5.14 Ratification of Memorandum of Understanding between the Western Placer Teachers' Association and Western Placer Unified School District
5.15 Ratification of 2020-2022 Contract with Butte-Glenn Community College District
5.16 Legal Services Agreement between the Law Office of Burke, Williams & Sorensen, LLP and Western Placer Unified School District for the 2020-21 School Year
5.17 Student Discipline – Stipulated Expulsion Student #19-20-E
Roll call vote:

Submit comments: Email - Superintendent's Administrative Assistant, Maria Gonzalez at mgonzalez@wpusd.org or call (916) 645-6350 between 9:00 a.m. – 12:00 p.m.
(If you will be speaking please make sure your audio is turned all the way down on any devices to avoid feedback issues)

6. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2. Request forms for this purpose are located at the entrance to the Meeting Room. Request forms are to be Submitted to the Board Clerk prior to the start of the meeting.

7. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Mattie Ridgway
- Western Placer Teacher's Association – Tim Allen
- Western Placer Classified Employee Association – Jim Houck
- Superintendent – Scott Leaman

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

Members of the public wishing to comment on any items should complete a yellow REQUEST TO ADDRESS BOARD OF TRUSTEES form located on the table at the entrance to the Board Room. Request forms are to be submitted to the Board Clerk before each item is discussed.

8.1 Discussion Action *Page 117* – **CONSIDER APPROVING RESOLUTION #19/20.30 AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS– Simon** *(19-20 G & O Component I, II, III, IV, V)*
Roll call vote:

8.2 Information/ Discussion ***Page 120*** **– MAY REVISION – UPDATE OF 2020-21 GOVERNOR'S PROPOSED STATE BUDGET– Audrey** *(19-20 G & O Component I, II, III, IV, V)*

8.3 Action ***Page 121*** **– ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman** *(19-20 G & O Component I, II, III, IV, V)*

- The District Policy Committee and Management Team have reviewed the following new and revised policies/regulations/exhibits as per CSBA. They are now being presented for adoption by the Board of Trustees.

  - BP 4112.2 – Certification
  - E 4112.9/4212.9/4312.9 – Employee Notifications
  - BP 4113.5/4213.5/4313.5 – Working Remotely (New Policy)
  - BP 6157 – Distance Learning (New Policy)

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

The following are a number of agenda items that the Board of Trustees has been monitoring. They are NOT action items for tonight's meeting, but are noted here for continuing purposes and to ensure that when there are changes or new information they will be called up as Action/Discussion/Information.

- School Safety

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**June 2, 2020** 6:00 P.M., Regular Meeting of the Board of Trustees – Go-To - Meeting

➢**June 16, 2020** 6:00 P.M., Regular Meeting of the Board of Trustees – Go-To - Meeting

11. ADJOURNMENT

Accommodating Those Individuals with Special Needs:
In compliance with the Americans with Disabilities Act, the Western Placer Unified School District encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the Office of the Superintendent, at (916) 645-6350 at least 48 hours in advance of the meeting you wish to attend so that we may make every reasonable effort to accommodate you, including auxiliary aids or services.

Posted: 051520
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DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **District Office/City Hall Bldg. – Go To Meeting**
Date: **Tuesday, May 19, 2020**
Time: **5:00 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

8. **PERSONNEL**
   - * PUBLIC EMPLOYEE APPOINTMENT
   - * PUBLIC EMPLOYEE EMPLOYMENT
   - * PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   - * **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/ RELEASE**
   - * COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE

9. CONFERENCE WITH LABOR NEGOTIATOR

10. STUDENTS
    - * STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
    - * STUDENT PRIVATE PLACEMENT
    - * INTERDISTRICT ATTENDANCE APPEAL
    - * STUDENT ASSESSMENT INSTRUMENTS
    - * STUDENT RETENTION APPEAL, Pursuant to BP 5123
    - * DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION

1. **LICENSE/PERMIT DETERMINATION**
   - A. Specify the number of license or permit applications.
2. **SECURITY MATTERS**
   - A. Specify law enforcement agency
   - B. Title of Officer

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
   - A. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
   - B. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
   - C. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
   - A. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
   - B. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.
5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
   - A. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
   - B. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.
6. **LIABILITY CLAIMS**
   - A. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.
   - B. Agency claims against.
7. **THREATS TO PUBLIC SERVICES OR FACILITIES**
   - A. Consultation with: specify name of law enforcement agency and title of officer.
8. **PERSONNEL:**
   - A. **PUBLIC EMPLOYEE APPOINTMENT**
     - a. Identify title or position to be filled.
   - B. **PUBLIC EMPLOYEE EMPLOYMENT**
     - a. Identify title or position to be filled.
   - C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
     - a. Identify position of any employee under review.
   - D. **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE**
     - a. It is not necessary to give any additional information on the agenda.
   - E. **COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION**
     - a. No information needed
9. **CONFERENCE WITH LABOR NEGOTIATOR**
   - A. Name any employee organization with whom negotiations to be discussed are being conducted.
   - B. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
   - C. Identify by name the agency's negotiator
10. **STUDENTS:**
    - A. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
    - B. **STUDENT PRIVATE PLACEMENT**
      - a. Pursuant to Board Policy 6159.2
    - C. **INTERDISTRICT ATTENDANCE APPEAL**
      - a. Education Code 35146 and 48918
    - D. **STUDENT ASSESSMENT INSTRUMENTS**
      - a. Reviewing instrument approved or adopted for statewide testing program.
    - E. **STUDENT RETENTION/ APPEAL**
      - a. Pursuant to Board Policy 5123
    - F **DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION**
      - a. Prevent the disclosure of confidential student information.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent Business and Operations

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

Labor Negotiator will give the Board of Trustees an update on Western Placer Teachers Association & Classified Schools Employee Association Bargaining Groups.

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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DISTRICT GLOBAL GOALS

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SUBJECT:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

REQUESTED BY:
Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Case: Mark Babbin and CAL200, S.F. County Superior Court (Case No. CPF-15-514477.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Existing Litigation.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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SUBJECT:
Student Discipline
Stipulated Expulsion Student:
Student #19-20-E

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will discuss, and disclose any action under consent regarding the Stipulated Expulsion of Student #19-20-E.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken on the Stipulated Expulsion of Student #19-20-E.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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SUBJECT:
PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ DISMISSAL/RELEASE

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regards to Public Employee Employment/Discipline/Dismissal/Release.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regards to Public Employment/Discipline/Dismissal/Release.

wp/rk/factform

CONSENT AGENDA ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will take action to approve the certificated personnel report.

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

May 19, 2020

CERTIFICATED/MANAGEMENT

NEW HIRES: None

REQUEST FOR LEAVE OF ABSENCE:

1. Name: Heather Ward Medina
   Position: Math Teacher
   FTE: 1.0 FTE
   Effective: August 17, 2020
   Site: Glen Edwards Middle School

RESIGNATIONS: None

CHANGE: None

RETIREMENTS:

1. Name: Flavia McGinley
   Position: Social Science
   FTE: 1.0 FTE
   Effective: Effective June 6, 2020
   Site: Glen Edwards Middle School

TRANSFERS/PROMOTIONS: None

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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SUBJECT:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY: 65
Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will take action to approve the classified personnel report.

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

May 19, 2020

CLASSIFIED/MANAGEMENT

TRANSFER/PROMOTION:

1. Name: Mary Hayes
   Position: Intervention Services Provider
   FTE: 7.5 hours/5 days a week
   Days: 10 months

   Effective: 5/12/20
   Site: Phoenix High School
   New

2. Name: Michelle Rowe
   Position: School Secretary I
   FTE: 8 hours/5 days a week
   Days: 11 months

   Effective: 5/6/20
   Site: Scott. M. Leaman Elementary School
   New

RESIGNATION/RETIREMENT:

1. Name: Mary Hayes
   Position: Intervention Services Provider

   Effective: 5/11/20
   Site: Lincoln Crossing Elementary School

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Ratification of Contract with the Kellie MacCracken and Western Placer Unified School District – Caretaker Services at Lincoln High School

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of Business and Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Fund - Revenue

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The attached contract is for caretaker services at the Lincoln High School Farm and Western Placer Unified School District from April 29, 2020 and shall continue on a monthly basis until terminated with 30 days' notice. Rent is **one** dollar in exchange for the resident providing caretaker services for the farm. Such services include oversight of the farm animals, watering and irrigation duties, and after-hours security (this includes nights, weekends, holidays and weekdays when school is not in session).

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Kellie MacCracken and Western Placer Unified School District. Consent

Agreement to Rent Or Lease

This Agreement is made and entered into between Western Placer Unified School District, hereinafter "**Owner**" and Kellie MacClacken hereinafter "**Resident.**" The word Resident as used herein shall include the singular as well as the plural. Subject to the terms and conditions below, Owner rents to Resident, and Resident rents from Owner, for residential purposes only, the premises known as:

Lincoln High School Farm, Tiny Home and hook-ups in the City of Lincoln, California.

Owner and Resident mutually agree as follows:

1. **TERM.** The term of the rental shall begin on April (month), 29 (day), **2020**, and shall continue on a monthly basis, terminable by either party by the giving of a written notice pursuant to Paragraph 22 of this Agreement (**A Periodic Tenancy**).
2. **RENT.** Resident shall pay to Owner the Annual rent of one dollar in exchange for the resident providing caretaker services to the Owner. Such services include oversight of the farm animals, watering and irrigation duties, and after-hours security (this includes nights, weekends, holidays and week days when school is not in session).
3. **UTILITIES.** Owner shall pay for all utilities, services and charges.
4. **OCCUPANCY.** Resident agrees that the premises are to be used as a private residence for Resident listed herein and by no other persons and for no other reason. Resident must notify District representative if guests are to visit. If Resident has a guest stay overnight that guest agrees to comply with the same rules and requirement of agreement as Resident.
5. **ACCEPTANCE OF PREMISES.** Resident has inspected the premises and has found them to be satisfactory. All plumbing and electrical systems are operative and deemed satisfactory.
6. **POSSESSION OF PREMISES.** In the event Owner is unable to deliver possession of the premises to Resident for any reason not within Owner's control, including, but not limited to failure of prior occupants to vacate as agreed or required by law, Owner shall not be liable to Resident except for the return of all sums previously paid to Owner in the event Resident chooses to terminate this Rental Agreement.
7. **PETS/ANTENNAS AND/OR SATELLITE DISHES.** No animal, pet, antenna/satellite dish shall be kept on or about the premises without the prior written consent of the Owner.
8. **SECURITY.** Resident acknowledges that Owner has made no representation that the property is a "secure" complex, and that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Owner's property and are not a warranty of protection nor are they specifically provided for the protection of Resident or guest's person or property. Resident shall take appropriate measures to protect their own property, and report to the Police any suspicious activities, persons or events occurring on or about the general premises.
9. **QUIET ENJOYMENT / USE.** All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident, including but not limited to having loud or late parties or playing loud music. Resident shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement, and Owner may take legal action to terminate the Agreement and remove Resident.
10. **CARE AND MAINTENANCE.** Resident agrees to keep the premises clean, in good order and repair, and free of trash, mold, mildew and unsightly material and to immediately notify Owner, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. Resident shall reimburse Owner for the cost to repair damage by Resident through misuse or neglect including but not limited to plumbing stoppages. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Owner's prior written consent, which may require that only a licensed and bonded contractor perform such work.
11. **RIGHT OF ENTRY.** Owner or Owner's agents shall have right to enter the premises for purposes of performing inspections; to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective residents; when the Resident has abandoned or surrendered the premises; in

case of emergency, and pursuant to court order or state law. Except in cases of emergency, Owner shall give Resident reasonable notice of intent to enter. Resident may be present, however such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold Owner free and harmless for such entry.

12. **VEHICLES AND PARKING.** Owner reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought onto the premises unless such vehicle complies with governmental noise limitations, is free of any leaking fluids, insured for public liability/ property damage, operable, and currently registered.
13. **SUBLEASING / ASSIGNMENT.** Resident shall not sublease any part of the premises or assign this Agreement without the prior written consent of Owner. Any such action, without prior written consent, is void.
14. **PEST CONTROL.** Upon demand by Owner, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine.
15. **LIABILITY/DAMAGE RESPONSIBILITY.** Resident agrees to hold Owner harmless from all claims of loss or damage to property, and of injury or death to persons caused by the intentional acts or negligence of the Resident, his guest or invitees, or occurring on the premises rented for Resident's exclusive use. **Resident expressly absolves Owner from any and all liability for any loss or damage to Resident's property or effects arising out of water leakage or breaking pipes, or theft, or other cause beyond the reasonable control of Owner.** This includes damage to Resident's or guest's vehicles while parked on the property. In the event the premises are damaged by fire or other casualty, Owner shall have the option either to (1) repair such damage, this Agreement continuing in full force and effect, or (2) give notice to Resident terminating this Agreement. Owner shall not be required to repair or replace any property brought onto the premises by Resident. Resident agrees to accept financial responsibility for any damage to the premises from fire, water or casualty caused by Resident's negligence. **Resident is encouraged to carry a standard renter's policy** or as an alternative, warrants that they will be financially responsible for losses not covered by Owner's fire and extended coverage insurance policy. In no event shall Resident be entitled to any compensation or damage due to any extra expense, annoyance or inconvenience for loss of use due to a casualty beyond the control of the Owner.
16. **TERMINATION: CLEANING/REPAIRS.** Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal property. If this is not done, Resident expressly agrees that Owner shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Owner's discretion to restore the premises to **Owner's standards for new occupancy.** The costs incurred by Owner for such services will be billed to the Resident. If Owner is required to perform a pre-move out inspection, or any repair or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such inspection repair and/or renovation will be billed to the Resident. Residents shall immediately, upon written notice, pay Owner any additional sums necessary to pay all such charges in full.
17. **RULES AND REGULATIONS.** The residence is located on California public school property. Resident agrees to complete the livescan process prior to taking residency. No tobacco, alcohol or illegal substances are permitted at the residence at any time.
18. **TERMINATION/HOLDING OVER.** Either party may terminate the tenancy by the service of at least 30 days written notice, if the tenancy is less than one year, or by the service by either party of at least 60 days written notice if the tenancy is one year or longer at the time of service of the notice. In the absence of any written communication between the parties, the residency shall continue on a periodic tenancy basis, including any changes, i.e. rent adjustments, having been made by Owner with proper written notice.
19. **DEFAULT.** In the event of a default by Resident, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Resident's rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonable avoided, and any other damages as provided by law. Pursuant to CC1785.26

Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative.

20. **ARBITRATION OF DISPUTES. ANY DISPUTE BETWEEN THE PARTIES ARISING FROM OR RELATING TO A CLAIM FOR PERSONAL INJURY, WHICH IS DIRECTLY OR INDIRECTLY RELATED TO, OR ARISING FROM A CONDITION OF THE LEASED PREMISES OR THE COMMON AREAS, OR ANY EVENT THEREON, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION.** Any such arbitration shall be held and conducted in the county in which the premises are located before three arbitrators, who shall be selected as follows: The claimant and respondent shall each select one arbitrator. The two selected arbitrators will then select a third arbitrator, and the three arbitrators shall constitute the panel. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: (a) Any demand for arbitration shall be made in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would have been barred by the applicable statute of limitations. (b) The arbitrators' jurisdiction extends to all punitive damages claims and call actions. (c) Each party shall bear their own respective fees and cost relative to the arbitration process, and attorneys' fees, if awarded shall not exceed $500.00. (d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process must be advanced prior to the selection of the arbitration panel and shall be borne equally by all parties. (e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. This provision shall not affect nor apply to any circumstance or event in which the Resident is in breach or default of any term of the tenancy agreement, including but not limited to those circumstances which would give rise to a cause of action for Unlawful Detainer under the laws of the State of California. Said actions for unlawful detainer are specifically excluded from this provision.
21. **ATTORNEYS' FEES / WAIVER OF JURY TRIAL.** If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees to be awarded shall not exceed $500 to the prevailing party in any action or proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court. **RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, OWNER AND RESIDENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.**
22. **GENERAL.** Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. The terms of a periodic tenancy may be modified by the Owner by the service of a 30 day written notice. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Any and all monetary obligations pursuant to this contract, including but not limited to the reasonable cost of conducting a pre-move out inspection, shall be deemed rent or additional rent.

By signing this agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all of the terms, covenants and conditions stated herein. Resident acknowledges receipt of a copy of this agreement with all addenda.

Date: 4/24/2020

Signature: _____

Resident Name: Kellie MacCracken

Contact # 916 740 9873

Date: 4/22/20

Signature: _____

Audrey K. Kilpatrick

Asst. Supt. Business & Operations

Western Placer Unified School District

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Ratification of Contract with Teacher Synergy LLC - Lincoln Crossing Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

No Cost

MEETING DATE:

May 19, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Teacher Synergy LLC for teachers to utilize the teacher resource page, "teachers pay teachers" complete with lesson plans and other resources for free through the end of July 2020. There will be no cost for the services.

RECOMMENDATION:

Administration recommends that the Board ratify the contract proposal agreement between Teacher Synergy LLC and Western Placer Unified School District.

TPT School Access™

QUOTE

Company: Teacher Synergy LLC
Attn: School Purchasing Department
PO Box 1411
New York, NY 10276

Date Issued: 05/05/2020
Expiration Date: 05/12/2020

SUBSCRIBER DETAILS:
Customer: Lincoln Crossing Elementary School
635 GROVELAND LN
LINCOLN, CALIFORNIA 95648

Sales Representative	TpT Quote ID
Chloe Mitchell	Q009137

Account Contact:
Name: Jennifer Hladun
Email Address: jhladun@wpusd.org

Invoicing Contact:
Name: Jennifer Hladun
Email Address: jhladun@wpusd.org

SUBSCRIPTION DETAILS:

USERS	ACCESS LEVEL	SERVICE TERM	FREQUENCY	PRICE
Up to 34	160 Resource Licenses	**Start Date:** 04/01/2020 **Months:** 3	Quarter	$0.00

PAYMENT TERMS:

Payment Due	Net 30 (from invoice date)
Payment Method	Check
Currency	USD

SUBTOTAL	$0.00
Estimated Tax*	$0.00
TOTAL	**$0.00**

*Sales tax ultimately charged may differ. The final sales tax amount will be calculated when an invoice is created.

Directions: If you need to reference a purchase order for this order, you can write the PO # in the box to the right and submit your signed PO with this signed Quote.

Purchase Order # (if applicable, for reference only)

Authorized Signature

Name: Audrey Kilpatrick

Title: Asst Supt Business

Date: 5/5/20

Terms & Conditions:

This Quote and your use of the TpT School Access Services is governed by our TpT School Access Subscription Terms ("Terms") found at the following URL: http://bit.ly/TpTSchoolAccessTerms which Terms are incorporated by reference into this Quote and together with this Quote and our Privacy Policy form the "Agreement". By signing this Quote, Customer agrees to be bound by this Agreement and the individual signing represents and warrants that he or she is authorized to bind Customer to the Agreement. Customer acknowledges and agrees that any reference to a purchase order in this Quote or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of Services to Customer following any issuance of a purchase order shall be deemed as Company's acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Company or otherwise have any force or effect.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Ratification of Contract with Starstruck Showcase - Foskett Ranch Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Parent Donations/Co-Curricular Funds

MEETING DATE:

May 19, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Starstruck Showcase for Foskett Ranch Elementary School from October 5th, 2020 to November 12th, 2020. The services will be funded with Parent Donations/Co-Curricular Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract proposal agreement between Starstruck Showcase and Western Placer Unified School District.

Starstruck Showcase

Hello Foskett Ranch Elementary -

Here is your contract for next school season, 2020 - 2021 with "Starstruck Showcase" . We are very excited to come to your school.

Contracts are being sent out now so that we can have everything finalized before the end of the school year, and we will be ready to go for the following year.

The weeks we have confirmed with you are:

Week of Oct. 5th (Wed. Oct. 7th and Fri. Oct. 9th)
Week of Oct. 12th (Wed. Oct. 14th and Fri. Oct. 16th)
Week of Oct. 19th (Wed. Oct. 21st and Fri. Oct. 23rd)
Week of Oct. 26th (Wed. Oct. 28th and Fri. Oct. 30th)
Week of Nov. 2nd (Wed. Nov. 4th and Fri. Nov. 6th)
Week of Nov. 9th - Show Week (Tues. Nov. 10th and Thurs. Nov. 12th)

Notes:

We are having the shows on Tues. and Thurs. because there is no school on Wed. Nov. 11th.

I ask that you put this in your Master Calendar for your entire staff to see. We can't have teachers planning field trips on the days that we are there, or assemblies or fire drills, etc...

If you have any questions, please let me know. If you can fill out the Reservation Form and send it back to me, that would be great. I will keep it on file, and contact you again one month prior to your starting date.

Thank you again for allowing "Starstruck Showcase" to bring this Enrichment program to your school. We can't wait to work with you. **(Please return no later than May 14th.)**

Sincerely,

Carrie Pereira (Owner)
Starstruck Showcase
dancingmom2@yahoo.com
(916) 812-4433



Starstruck Showcase

STARSTRUCK SHOWCASE

Reservation Agreement

1. ***Purpose of and Parties to the Agreement***: This agreement is entered into by the two parties in order to reserve the dates for conducting the Starstruck Showcase program at the school identified below on the date specified. This agreement is made between Carrie Pereira, Starstruck owner and

Foskett Ranch Elementary /434-5255
Name of School Phone #
1561 Joiner Parkway
Address
Lincoln, Ca. 95648
City, State, Zip Code

2. ***Start Date:*** Oct. 7th, 2020

3. ***End Date:*** Nov. 12th, 2020

4. ***Teaching Days:*** Wed. and Fri.

5. ***Show Dates:*** Tues. Nov. 10th and Wed. Nov. 12th, 2020

6. ***Number of Students expected to participate:***_____

7. ***Do you think we can get the teachers to participate once o week in the mornings, before school starts, and learn a dance of their own that we will teach and then they will perform in the show?***_____

8. ***Fee: The agreed to fee is:*** ***$3700.00*** **(Fee needs to be paid on final show date.)**

9. ***Cancellation:*** The parties agree that there will be no penalty if either party finds it necessary to cancel this agreement. However both parties agree to notify the other party at least three months in advance, giving each party time to find a replacement if needed.

Carrie Pereira 3/23/2020 5/8/20

Carrie L. Pereira Date School Representative Date

Audrey Kilpatrick
Asst Supt of Business Svs and Operations

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
2. Foster a safe, caring environment where individual differences are valued and respected.
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
Approve Application to Participate in the Dry Period Financing Process

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent - Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Fund Cash

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
Yes

BACKGROUND:

Placer County offers temporary borrowing of Treasury funds for Dry Period Financing. The District is applying to participate in this process if the District finds it necessary, given potential 2020-21 State budget funding reductions and State apportionment deferrals. The District Dry Period Financing would not exceed $10,000,000 and the District would only participate if the funds were needed for cashflow purposes during the 2020-21 fiscal year. The application lists the potential period of time that the District may need the funds and all borrowed funds would be repaid by June 30, 2022.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the District's application for temporary borrowing of treasury funds for Dry Period Financing with Placer County for the 2020-21 fiscal year.

COUNTY OF PLACER

Temporary Borrowing of Treasury Funds for Dry Period Financing

Application

(Pursuant to Resolution #96-22, Adopted Feb. 6, 1996)

Instructions:

1. Complete the following Sections in the spaces provided.
2. Sign the Declarations Section.
3. Attach copy of applicable FY proposed budget for Estimated Revenues.
4. Submit Application to the County Treasurer at least 30 days in advance of the need for funds.

APPLICANT INFORMATION

Department/District Name	Western Placer Unified School District
Fund/SubFund Numbers & Name	01 - General Fund
Contact Name	Audrey Kilpatrick
Contact Title	Assistant Superintendent, Business & Operations
Phone Number	(916-645-6350
Email	akilpatrick@wpusd.org
Mailing Address	600 Sixth Street, Suite 400, Lincoln CA 95648

BORROWING INFORMATION

Dry period financing is not available prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.

Fiscal Year	2020-21
Estimated Maximum Amount	10,000,000.00

Amount Required (Est.)	Date Required (Est.)	Date of Repayment (Est.)
10,000,000.00	August - November 2020	June 30, 2022
	March 30, 2021	

DECLARATIONS

The undersigned hereby declares that he/she is an authorized representative of the above listed fund(s), that he/she has reviewed the Placer County Treasurer's Dry Period Financing (Borrowing) Policy, Resolution No. 96-22, and will comply with all requirements contained therein.

In addition, the udnersigned declares that all funds within the district or other political subdivision are in the custody and paid out soley through the Placer County Treasurer's Office.

Applicant Signature _____

FOR TREASURER USE ONLY

Maximum Borrowing Limit (85% of anticipated revenue/taxes) $ _____

Placer County Treasurer's
Dry Period Financing (Borrowing) Policy

All dry period financing shall be in compliance with the Constitution of the State of California and state statue and as it may be amended from time to time.

Dry period financing refers to the short-term borrowing of money to cover cashflow shortfalls, typically created by an even expenditure stream combined with an uneven revenue stream. This uneven revenue stream is created by local agency dependance on property tax revenue received primarily in December and April of each fiscal year.

There are three sources of dry period financing. In summary, the three sources are special district borrowing from available county funds, the issuance of debt (typically revenue, tax or revenue and tax anticipation notes) and borrowing through the County Treasurer.

In determining the borrowing type appropriate for a local agency at any given time, consideration should be given to the fiscal wherewithal of the agency, the cost of each type of borrowing and the constraints accompanying the type of borrowing.

Borrowing under this policy will not be authorized while an agency has outstanding proceeds from the issuance of short-term debt for these purposes.

Dry period financing in accordance with Article 16, Section 6 of the California Constitution will be provided through application to the Treasurer and authorized by the Board of Supervisors on the recommendation of the Treasurer.

The Treasurer shall establish the procedures for borrowing under Article 16, Section 6 of the California Constitution.

Dry period financing is available to those districts and other political subdivisions whose funds are in the custody and paid out solely through the Treasurer's office.

Amounts borrowed from the Treasurer shall not exceed 85% of the anticipated revenues accruing to the district or political subdivision for the fiscal year.

Funds shall not be borrowed prior to the first day of the fiscal year or after the last Monday in April.

Amounts borrowed shall be replaced from the revenues accruing to such political subdivisions before any other obligation of such political subdivision is met from such revenue.

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	64,851,276.00	3.16%	66,898,325.00	3.59%	69,300,981.00
2. Federal Revenues	8100-8299	2,977,572.00	-20.63%	2,363,362.00	0.00%	2,363,362.00
3. Other State Revenues	8300-8599	6,513,991.00	-8.10%	5,986,567.00	0.00%	5,986,567.00
4. Other Local Revenues	8600-8799	5,084,451.00	-15.84%	4,279,187.00	0.00%	4,279,187.00
5. Other Financing Sources						
a. Transfers In	8900-8929	15,180.00	-100.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		79,442,470.00	0.11%	79,527,441.00	3.02%	81,930,097.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				33,388,886.00		34,496,368.00
b. Step & Column Adjustment				575,691.00		594,639.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				531,791.00		296,319.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	33,388,886.00	3.32%	34,496,368.00	2.58%	35,387,326.00
2. Classified Salaries						
a. Base Salaries				9,949,996.00		10,400,850.00
b. Step & Column Adjustment				140,300.00		147,611.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				310,554.00		445,586.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	9,949,996.00	4.53%	10,400,850.00	5.70%	10,994,047.00
3. Employee Benefits	3000-3999	19,857,395.00	7.26%	21,299,514.00	3.05%	21,948,646.00
4. Books and Supplies	4000-4999	6,042,032.00	-42.63%	3,466,418.00	4.58%	3,625,043.00
5. Services and Other Operating Expenditures	5000-5999	8,494,231.00	-8.38%	7,782,467.00	4.26%	8,114,155.00
6. Capital Outlay	6000-6999	829,085.00	-90.13%	81,792.00	0.00%	81,792.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,252,303.00	0.00%	2,252,303.00	-9.11%	2,047,228.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(3,782.00)	0.00%	(3,782.00)	0.00%	(3,782.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	326,685.00	-34.32%	214,571.00	57.11%	337,116.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		81,136,831.00	-1.41%	79,990,501.00	3.18%	82,531,571.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(1,694,361.00)		(463,060.00)		(601,474.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		11,502,577.00		9,808,216.00		9,345,156.00
2. Ending Fund Balance (Sum lines C and D1)		9,808,216.00		9,345,156.00		8,743,682.00
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	5,000.00		5,000.00		5,000.00
b. Restricted	9740	986,480.00		1,225,852.00		1,559,727.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	2,434,105.00		2,388,244.00		2,464,351.00
2. Unassigned/Unappropriated	9790	6,382,631.00		5,726,060.00		4,714,604.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		9,808,216.00		9,345,156.00		8,743,682.00

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	2,434,105.00		2,388,244.00		2,464,351.00
c. Unassigned/Unappropriated	9790	6,382,631.00		5,726,060.00		4,714,604.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		8,816,736.00		8,114,304.00		7,178,955.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		10.87%		10.14%		8.70%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		6,906.11		6,975.17		7,044.92
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		81,136,831.00		79,990,501.00		82,531,571.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		81,136,831.00		79,990,501.00		82,531,571.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		2,434,104.93		2,399,715.03		2,475,947.13
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		2,434,104.93		2,399,715.03		2,475,947.13
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Approve Agreement for Fiscal Budget Services Between School Services of California, Inc., and WPUSD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Funds

MEETING DATE:

May 19, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

School Services of California, Inc., is specially trained to provide assistance regarding topics of school finance, legislation, school budgeting and general fiscal issues. The attached agreement authorizes School Services of California, Inc., to continue to provide fiscal budget services to Western Placer Unified School District through the 2020-21 school year.

RECOMMENDATION:

Administration recommends the Board ratify the agreement for fiscal budget services between School Services of California, Inc., and Western Placer Unified School District.

Client # 0027550/S10 P.O. #_____

AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an Agreement between the **WESTERN PLACER UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2020.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:

   a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*

   b. Eight hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

      Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

   c. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

2. The Client agrees to pay to the Consultant for services rendered under this Agreement:

   a. $3,840 annually, plus expenses, or payable at $320 per month, plus expenses, for the services listed in Item 1 above, upon billings from the Consultant

   b. For all requested services in excess of eight direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply

c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site

d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

3. The term of this contract shall be for the period of one year, beginning July 1, 2020, and terminating June 30, 2021. Agreement may be terminated prior to June 30, 2021, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.

4. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____ Date: 5/5/20

Audrey Kilpatrick
Print Name

Asst. Supt. Business
Job Title

Western Placer Unified School District

By: _____ Date: May 1, 2020

John D. Gray
President
School Services of California Inc.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Approve Agreement for
SchoolMessenger Services
Between Intrado and WPUSD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

District - LCFF Supplemental

MEETING DATE:

May 19, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract with Intrado will provide SchoolMessenger services for the 2020-21 school year. The services include secure document delivery of report cards, progress reports, and other files. The services will cost $8,116.00 and will be paid with District LCFF Supplemental Funds.

RECOMMENDATION:

Administration recommends the Board ratify the agreement for SchoolMessenger services between Intrado and Western Placer Unified School District.

Intrado

Quote

SchoolMessenger

Intrado Interactive Services Corporation

Date	4/29/2020
Quote #	133201
Expires	5/29/2020
Quote Type	
Representative	Chris Toeller
Agent	

THIS IS NOT A BILL.

Prepared for:

Accounts Payable
Western Placer Unified School District
800 6th Street
Suite 400
Lincoln CA 95648

Item	Quantity	Description	Rate	Amount
SDD-Main-Cust	7,366	This is a prorated for the 20/21 school yearSchoolMessenger SecureFile -- annual price per student. Send an unlimited number of report cards, progress reports and other files.	0.75	5,524.50
Discount-prate-SDD	1	Partial year pro-rating SecureFile - This will be for 4 months starting September 1, 2020. 8 month prorate of ($3,683) for a total 4 month cost of $ 1841.51	-3,683.00	-3,683.00
SDD-Main-Setup	1	SchoolMessenger SecureFile Secure Document Delivery Setup	750.00	750.00
SDD-Main-Cust	7,366	For contract running December 31, 2020 to December 30, 2021 Communicate renewal date December 31, 2020 SchoolMessenger SecureFile -- annual price per student. Send an unlimited number of report cards, progress reports and other files.	0.75	5,524.50
			Total	$8,116.00

The terms and conditions available at https://www.west.com/legal-privacy/webterms/ apply to this quote, unless the parties have entered into a separate mutually executed agreement.
Sales tax may be applied on invoice. Tax exemption certificates can be sent to SchoolMessengerBilling@west.com.

133201

SchoolMessenger Order Authorization with Preview

ACCOUNT INFORMATION

District Name:	Western Placer Unified School District		
Solutions Included:	SchoolMessenger SecureFile (SDD)		
Annual Rate:	$5,524.50 (.75 per student /7,366)	Preview Start Date:	May 3, 2020
Setup & 4 Month Prorate:	$750 one-time setup fee $1,841.50 4 months Secure File	Service Start Date:	September 1, 2020
Total Due:	$8,116	Reference Quote #	133201

ACKNOWLEDGEMENTS

Intrado Interactive Services Corporation d/b/a SchoolMessenger ("Provider") will provide the district named above ("Client") with the online communications applications further described in the Reference Quote subject to the following terms and conditions:

Order Authorization Terms.

The terms and conditions available at www.schoolmessenger.com/webterms will apply to this order authorization, unless the parties have entered into a separate mutually executed agreement. The terms of this order will govern any conflict with the above-mentioned terms. No additional terms in Customer's purchase order will apply.

Term and Termination.

This Agreement will commence on the Service Start Date and continue for ***16 months*** (the "Initial Term"), and then will automatically renew for successive one year periods unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the Client:

Signature: (or initials if signing electronically)		Date:	5/6/20
Name:	Audrey Kilpatrick	Title:	Asst Supt of Business Svs and Operations

Fax completed form to 800-360-7732 or email to *contracts@schoolmessenger.com*.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.

DISTRICT GLOBAL GOALS

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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Contract between Medical Billing Technologies and WPUSD for Medi-Cal LEA Billing Services

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Medi-Cal Billing Funds

MEETING DATE:

May 19, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

Medical Billing Technologies provides assistance regarding up-to-date technology, compliance support and staff training. The attached agreement authorizes Medical Billing Technologies to continue to provide Medi-Cal LEA Billing services to Western Placer Unified School District through the 2020-21 school year. The services will cost $13,500.00 and will be paid with Medi-Cal Billing Funds.

RECOMMENDATION:

Administration recommends the Board ratify the contract between Medical Billing Technologies, Inc., and Western Placer Unified School District for Medi-Cal LEA Billing services.

Medical Billing TECHNOLOGIES INC

PO Box 709, Visalia, CA, 93279
559-627-6267 P 559-627-1022 F MBT4SCHOOLS.COM

February 24, 2020

Ms. Susan Watkins
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648

Re: LEA Medi-Cal Billing Option Program Contract Renewal

Dear Ms. Watkins,

Western Placer Unified School District's LEA Medi-Cal Billing Option contract with MBT is scheduled to renew on July 1, 2020. Due to the upcoming changes in the LEA program, MBT has restructured its contract to best align with the LEA regulations.

Our new contract terms offer two options for billing - one is a monthly fee and the other is an annual fee. Districts choosing the annual fee will be able to take advantage of a 10% discount.

Our new contract contains comprehensive terms that encompass all facets of the LEA process - training, use of MBT's proprietary claims software, submission of claims, compliance, CRCS completion, and speech protocol and OT/PT prescription review.

A copy of MBT's new contract is attached and ready for your review. This agreement will take effect for the 2020/2021 school year. If acceptable, please select the rate structure option that your district prefers. MBT will need a fully-executed contract in place by July 1, 2020 in order to serve your district in the 2020/2021 year.

We value our relationship with Western Placer Unified School District and look forward to our continued partnership. If you have any questions, please feel free to contact me directly.

Thank you,

Melanie Casares

Melanie Casares
Director, Business Services

LEA Medi-Cal Direct Billing Program OptiServices Contract

This Agreement is made this 7 day of May, 2020, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and WESTERN PLACER UNIFIED SCHOOL DISTRICT, hereinafter called "CLIENT". This Agreement states the terms and conditions under which MBT will provide services on behalf of CLIENT under the Local Education Agencies (LEA) Medi-Cal Billing Option Program.

1. **MBT Responsibilities:** MBT shall provide the following services to CLIENT:

   a. If not already completed, MBT will assist CLIENT in completing its application with the Department of Health Care Services (DHCS) to become a Medi-Cal provider, and track progress of enrollment to activation.
   b. Work with CLIENT's designated LEA Coordinator.
   c. Complete analysis of CLIENT's LEA Medi-Cal Billing Option Program and conduct annual strategic planning, assisting CLIENT to incorporate best practices to optimize reimbursement opportunities.
   d. Provide recommended billing tools and access to online claims entry application for submission of LEA Medi-Cal claims.
   e. Upon commencement of services, and monthly thereafter, submit CLIENT's student enrollment data to Medi-Cal for purposes of Medi-Cal's determination whether the student is eligible for Medi-Cal, and provide CLIENT the results of Medi-Cal's eligibility determination.
   f. Provide access to quarterly reports to inform CLIENT of status of achievement of strategic plan.
   g. Assist in the development and implementation of prescriptions, protocols, and referral procedures.
   h. Provide practitioner LEA billing training and training materials to enable CLIENT personnel and contractors to successfully complete documentation necessary for submission of LEA Medi-Cal Billing Option Program claims. In providing such training MBT does not provide legal advice but relies on guidelines published by DHCS. MBT is not responsible for any change in DHCS guidelines, changes in State or Federal laws, rules, or regulations, or any change in DHCS interpretation of State or Federal laws, rules, or regulations or its own guidelines.
   i. As directed by CLIENT, MBT will submit CLIENT's LEA Medi-Cal Billing Option Program billing via electronic transmission within forty-five (45) business days of receipt of all necessary data from CLIENT, properly completed and certified by CLIENT.
   j. Track and follow up with practitioners to assure claims are submitted in a timely manner in order to optimize reimbursements.
   k. Provide assistance to CLIENT in the event of a DHCS audit. The form of such assistance shall be solely at the discretion of MBT.
   l. Comply with federal Family Educational Rights and Privacy Act (FERPA) regulations. Standards for electronic submissions and firewalls have been instituted to block entry into the MBT server and protect against internet attacks. The MBT network server is contained in a secure data center; all unused confidential information is shredded. All MBT staff is trained in HIPAA/FERPA regulations and is required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and password protected.
   m. At CLIENT's request, MBT will provide Cost Reimbursement Comparison Schedule (CRCS) completion services to CLIENT in compliance with current program regulations. CLIENT shall be responsible for providing necessary fiscal reports to MBT upon request and in a timely manner, according to instructions developed by MBT.
   n. Grant CLIENT a non-exclusive, non-transferable, worldwide right to use the HOSTED SERVICE (defined herein as MBT's online service accessed at a web site or IP address designated by MBT) as more fully set forth in Section 3 herein.

2. **Client Responsibilities:** CLIENT shall do and perform each of the following:

   a. Register and become an authorized LEA Medi-Cal provider under the rules of the Department of Health Care Services (DHCS).
   b. Designate an LEA Program Coordinator.
   c. Provide to MBT on a quarterly basis, and more often if requested by MBT, complete district enrollment data which shall include the students' names, birth dates and gender for purposes of verifying Medi-Cal eligibility with DHCS, and all information required to bill for CLIENT any LEA Medi-Cal or other health covered student, including but not limited to a complete list of students with IEP's in place, a complete list of students with Individual Health Service plans in place, and a list of students CLIENT has determined qualify for specialized medical transportation through the LEA Medi-Cal Billing Option Program.
   d. Determine whether the services provided to students are eligible for reimbursement through the LEA Medi-Cal Billing Option Program and so advise MBT.
   e. Fully and accurately complete and submit billing using MBT's OptiClaim software or electronic upload. Billing forms must include student name, date of birth, date of service, service provided, length of service (when applicable) location of the service, and the practitioner's name.
   f. Maintain all LEA Medi-Cal Billing Option Program billing documentation as required by State and Federal laws, rules, and regulations for audit purposes and for such period of time as required by State and Federal laws, rules, and regulations.
   g. Provide access by MBT staff to CLIENT'S practitioners and ensure reasonable availability of practitioners for follow up activities.
   h. Assure CLIENT administration support of practitioner participation in the LEA Medi-Cal Billing Option Program and encourage and emphasize the importance of practitioner involvement in such Program.
   i. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the LEA Medi-Cal Billing Option Program.
   j. If MBT is providing CRCS completion services to CLIENT, Client shall provide all necessary documents and records to MBT necessary to complete the CRCS within 60 days of MBT's request each year.
   k. If MBT is providing Medi-Cal Administrative Activities (MAA) quarterly invoicing services to CLIENT, CLIENT shall provide all necessary documents and records to MBT necessary to complete the MAA invoice within 60 days of MBT's request. Such documents and records shall be provided to MBT in a format consistent with MBT's systems requirements.
   l. Execute such other and further documents, including the annual report, as may be required by DHCS in order to carry out the purpose of this Agreement.
   m. CLIENT is responsible for all activity occurring under CLIENT user accounts in the HOSTED SERVICE and will abide by all applicable laws, treaties and regulations in connections with its use of the HOSTED SERVICE.

3. **HOSTED SERVICE License Grant & Restrictions:** MBT hereby grants CLIENT a non-exclusive, non-transferable worldwide right to use the HOSTED SERVICE, solely for CLIENT's own internal business purposes, subject to the terms and conditions set forth in this Agreement.

   a. **CLIENT agrees not to:** (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the HOSTED SERVICE: (ii) modify or make derivative works based upon the HOSTED SERVICE; or (iii) reverse engineer the HOSTED SERVICE.

   b. **CLIENT will not:** (i) knowingly send or store infringing, obscene, libelous or otherwise unlawful or tortious material to the HOSTED SERVICE; (ii) knowingly send or store material containing viruses, worms, Trojan horses or other harmful computer code, files or programs

to or from the HOSTED SERVICE; (iii) knowingly interfere with or disrupt the integrity or performance of the HOSTED SERVICE; (iv) attempt to gain unauthorized access to the HOSTED SERVICE or its systems or networks; or (v) use the HOSTED SERVICE in violation of applicable law.

c. **CLIENT DATA (defined herein as any data, information, or material provided by CLIENT to the HOSTED SERVICES):** MBT does not own any CLIENT DATA. CLIENT DATA is CLIENT's proprietary and confidential information and will not be accessed, used or disclosed by MBT except as set forth in this Agreement, and except for the limited purpose of supporting CLIENT's use of the HOSTED SERVICE. CLIENT has sole responsibility for the accuracy, legality, reliability, and intellectual property ownership to use the CLIENT DATA.

    i. **Transmission of CLIENT DATA:** Client shall transfer CLIENT DATA to MBT by use of a secure server through the MBT website, or through CLIENT's secure server. CLIENT shall not email CLIENT DATA to MBT. MBT shall not be liable or responsible for any breach of CLIENT DATA sent via an unsecured serve.

d. **Intellectual Property Ownership:** MBT owns all right, title and interest, including all related INTELLECTUAL PROPERTY RIGHTS (defined herein as patent rights, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, derivations thereof as well as other forms of protection of a similar nature), in and to the MBT TECHNOLOGY (defined herein as all MBT proprietary technology made available to CLIENT in providing the HOSTED SERVICE), CONTENT (defined herein as the information, documents, software, products, and services made available to CLIENT), and the HOSTED SERVICE. This Agreement is not a sale and does not convey any rights of ownership in the HOSTED SERVICE.

4. **Payment:** CLIENT shall pay to MBT as compensation:

☐ A flat rate of $1,250.00 per month, to be paid within 30 days of receipt of monthly invoice; or

☑ An annual lump sum of $13,500.00, payable within 30 days of receipt of invoice (representing an annual discount of ten percent (10%).

CLIENT's payment selection shall be evidenced by the checking of the box next to the option selected above. MBT may continue to invoice for services with service dates from previous years according to that year's agreement. As program regulations evolve and change, MBT evaluates its pricing structure to ensure it provides CLIENT services at the most reasonable cost to CLIENT.

The following fees will be charged for additional services provided at the specific request of CLIENT:

a. **Occupational Therapy Prescriptions, Physical Therapy Prescriptions, Mental Health Referrals, Doctors Orders (hereinafter collectively "ORP") and Speech Protocols:**

At CLIENT's request, MBT will electronically process any necessary ORP for any Occupational Therapy services, Physical Therapy services, Mental Health services and Nursing services that the CLIENT provides to students.

CLIENT will pay MBT $100.00 for each ORP processed by MBT's contracted Physician/Licensed Provider, whether the Physician/Licensed Provider approves the ORP or not.

CLIENT will pay MBT $50.00 for each ORP processed by CLIENT's contracted Physician/Licensed Provider, whether the Physician/Licensed Provider approves the ORP or not.

At CLIENT's request, MBT will process a referral for a physician signed speech protocol in compliance with current program regulations. CLIENT will pay MBT $500.00 for each speech protocol processed by MBT's contracted Physician, whether the physician approves the protocol or not.

Rate schedules are subject to change upon thirty (30) days written notice to CLIENT. CLIENT may withdraw its request for MBT to process ORP's and physician signed speech protocols without affecting the other terms of this contract.

b. **CRCS Completion Services:**

If CLIENT elects to have MBT provide CRCS completion services to CLIENT, CLIENT shall pay to MBT $50.00 per practitioner included in the report, but not less than $250.00 and not more than $5,000.00 for the completion of each annual CRCS report.

If recalculation of CRCS is required, CLIENT shall pay to MBT $25.00 per practitioner included in the recalculated report, but not less than $125.00 and not more than $2,500.00 for the completion of the recalculated CRCS report.

If MBT is not the sole biller for CLIENT and CLIENT elects to have MBT provide CRCS completion services to CLIENT, CLIENT shall pay to MBT $75.00 per practitioner included in the report, but not less than $500.00 and not more than $10,000.00 for the completion of each annual CRCS report.

c. **MAA Invoicing Services:**

If CLIENT elects to have MBT provide MAA invoicing services to CLIENT, CLIENT shall pay to MBT $25.00 per quarter per participant included on each invoice, but not less than $250.00 per quarter and not more than $5,000.00 per quarter for the completion of each MAA invoice.

d. **Changes After Submission of Billing:**

If CLIENT or CLIENT's providers request changes after MBT's **initial** submission of LEA Medi-Cal Billing Option Program billings, at CLIENT's request MBT shall prepare and submit the Claims Inquiry Form ("CIF") to DHCS to process such change. Because submission of the CIF is labor-intensive, CLIENT shall pay to MBT Ten Dollars ($10.00) per claim submitted. No fee will be charged where the change requested is due to an error on the part of MBT.

5. **Late Fees:** CLIENT agrees to pay all sums due MBT under this contract within 30 calendar days of receipt of an invoice for services from MBT.

   CLIENT will incur a late fee of one and one-half percent (1.5%) per month on amounts unpaid for more than sixty (60) days past the date of invoice.

   CLIENT shall, upon request, provide to MBT a copy of all documents and checks received from DHCS evidencing all sums received as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times. MBT shall have the right to audit the records of CLIENT pertaining to LEA Medi-Cal billing.

6. **Document Management:** MBT shall retain in electronic form copies of all LEA Medi-Cal Billing Option bills submitted for CLIENT for a period of five (5) years after the date of submission or

such other period as required by law. MBT, upon request, will provide to CLIENT printed copies of such bills. MBT, upon request, shall return to CLIENT all billing forms and other documents provided to MBT for billing purposes. CLIENT shall reimburse MBT for the cost of all containers and for the cost of packing and shipping such documents and records. CLIENT shall retain all such documents and records for at least five (5) years from the date of service or such other duration as may be required by State and Federal laws, rules, and regulations.

7. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the LEA Medi-Cal Billing Option Program billing and the identity of Medi-Cal eligible students shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

   The data provided to MBT by the CLIENT will be used for the sole purpose of performing billing for the LEA Medi-Cal Billing Option Program. MBT is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act (FERPA) and will not share the CLIENT's data with third-party entities except as permitted and required for the LEA Medi-Cal Billing Option Program.

8. **Insurance:** MBT shall, at MBT's expense, obtain and keep in force during the term of this Agreement a policy of Professional Liability for Professional Services Error in the amount of Two Million Dollars ($2,000,000.00).

9. **Mutual Indemnification and Limitation of Liability:**

   a. CLIENT will indemnify, defend, and hold MBT, and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim by a third party alleging that use of the CLIENT DATA infringes the INTELLECTUAL PROPERTY RIGHTS of a third party; provided in any such case that MBT (a) promptly gives CLIENT written notice of the claim; (b) gives CLIENT sole control of the defense and settlement of the claim; and (c) provides CLIENT all available information and assistance.

   b. MBT will indemnify, defend and hold CLIENT and CLIENT affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) any breach of confidentiality of CLIENT DATA due to the negligence of MBT or its employees or agents, and (ii) a claim by a third party alleging that the HOSTED SERVICE directly infringes an INTELLECTUAL PROPERTY RIGHT of a third party; provided that CLIENT (a) promptly gives written notice of the claim to MBT; (b) gives MBT sole control of the defense and settlement of the claim; and (c) provides MBT all available information and assistance. MBT's aggregate liability under this subsection (b) of Section 9 is limited to the coverage actually afforded by MBT's insurance policy referred to in Section 8 of this Agreement.

   c. MBT will use due care in processing the work of the CLIENT based on CLIENT's submission of billing information and CLIENT's determination of eligibility for reimbursement by the LEA Medi-Cal Billing Option Program. MBT will be responsible for correcting any errors which are due to the machines, operators, or programmers of MBT. Such errors shall be corrected at no additional charge to CLIENT. MBT does not guarantee State or Federal approval of billings submitted, and MBT shall not be liable or responsible to CLIENT for DHCS interpretation of State and Federal laws, rules, and regulations, or for changes to State and Federal laws, rules, and regulations, or for claims that are questioned or denied by DHCS or any other State of Federal governmental agency. MBT shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEPs, Health Service Plans, and other supporting documentation, to DHCS or any other State or Federal governmental agency.

d. Except as specifically set forth in Section 9, subsection (b) of this Agreement, in no event shall MBT's liability for any and all claims against MBT under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MBT during the contract term in issue, and MBT shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.

10. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue for a period of five (5) school years, through June 30, 2024 ("Termination Date"). On or before March 30 of each school year either party may terminate this Agreement for the upcoming school year by written notice to the other party. CLIENT's access to MBT's OptiClaim software shall cease upon termination or nonrenewal of this Agreement except as specifically set forth herein.

    This Agreement may be terminated at any time upon mutual agreement of the parties. In addition, the Agreement shall automatically terminate if CLIENT's participation in the LEA Medi-Cal Billing Program terminates.

    Additionally, any breach of CLIENT's payment obligations or unauthorized use of HOSTED SERVICES will be deemed a material breach of this Agreement. MBT may terminate the Agreement, CLIENT account, or CLIENT's use of the HOSTED SERVICE if CLIENT commits a material breach of this Agreement or otherwise fails to comply with this Agreement, and such breach has not been cured within ten (10) days after notice of such breach.

    In the event of termination prior to the completion of any school year, MBT shall not be required to provide CRCS completion services to CLIENT for the school year in progress.

11. **Submittals after Termination:** MBT shall, for a period of up to six months after the end of the school year in progress on the date of termination, continue to accept submittals from CLIENT for services provided by CLIENT through the end of the school year in progress on the date of termination, and shall submit billings for such services provided by CLIENT to DHCS for reimbursement. During the period set forth herein CLIENT shall have continued access to MBT's OptiClaim software. MBT shall continue to submit invoices to CLIENT for such billings per the payment schedule set forth in Section 4 above. Any submittals received by MBT from CLIENT for services provided in the school year following the date of termination shall be returned to CLIENT and shall not be processed by MBT for reimbursement.

12. **Notices:** Notices affecting contract terms between the parties shall be in writing and shall be deemed given when (i) personally delivered to the party to whom it is directed; or (ii) five (5) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to:

MBT	CLIENT
Medical Billing Technologies, Inc.	Western Placer Unified School District
Attn: Reid Stephens, President	600 Sixth Street
P.O. Box 709	Lincoln, CA 95648
Visalia, CA 93279	

13. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms ("MBT Documents") provided to CLIENT by MBT shall remain the property of MBT and shall not be duplicated, copied in any manner and access to MBT Documents shall be restricted to employees of CLIENT who need to use MBT Documents in order to satisfy CLIENT'S obligations under this Agreement, without the prior written consent of MBT. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MBT.

14. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by the DHCS to authorize MBT to perform billing services on behalf of CLIENT.

15. **Representations:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

16. **Entire Agreement**: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to MBT providing LEA Medi-Cal billing services to CLIENT and contains all of the covenants and agreements between the parties with respect to such billing services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MBT billing services not contained in this Agreement shall be valid or binding.

17. **Modification**: This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.
18. **Law Governing Agreement**: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. **Mediation and Arbitration**: Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party, within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

    If the parties are unable to resolve any dispute through mediation as set forth herein, or if any party fails to respond to a demand for mediation, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

    A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected. The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

    The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

    The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By Carrie Carlson Dated: 5/7/20
Authorized Signature

Carrie Carlson
(Printed name)

Director of Business
(Printed Title)

MEDICAL BILLING TECHNOLOGIES, INC.

By _____ Dated: _____
Reid Stephens, President

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students 2. Foster a safe, caring environment where individual differences are valued and respected. 3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness. 4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students. 5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

Ratify Contract between Capitol Public Finance Group and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

District Facilities Funds

MEETING DATE:

May 19, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Capitol Pubic Finance Group and Western Placer Unified School District. Capitol PFG shall provide WPUSD with financial advisory services including but not limited to review of WPUSD future and past debt issuances, developer negotiations, review documents, attend meetings, participate in conference calls, providing financially analysis and training and decision making support at the direction of WPSUD. The contract also includes consulting services for Continuing Disclosure Certificates (CDC's) related to all outstanding debt of WPUSD. The contract is for a one year time period with a fee of $4,500 plus expenses for annual report filing of CDC's and a fee of $500 for Material event filing.

RECOMMENDATION:

Administration recommends Board ratify the contract with Capitol Public Finance Group and Western Placer Unified School District.

Capitol | PFG

Crafting Optimal Financial Solutions

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is hereby made between the Western Placer Unified School District ("Client") and Capitol Public Finance Group, LLC ("Capitol PFG"). Capitol PFG agrees to provide the "Services," as more fully defined below, to Client and Client agrees to pay to Capitol PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. Definitions. The following definitions shall apply to this Agreement.
   a. The "Commencement Date" shall be July 1, 2020.
   b. The "Termination Date" shall be the June 30, 2021.
   c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
   d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. Services. The duties and tasks to be performed by Capitol PFG (the "Services") shall be outlined in the attached Consulting Services Order(s). During the performance of such Services by Capitol PFG, the Client will retain and exercise decision-making authority over the Services performed by Capitol PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and Client may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order and attached to this Agreement.
3. Payment. Client shall pay Capitol PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. Termination. Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective immediately upon receipt of a Termination Notice.

Christopher Terry
Capitol Public Finance Group, LLC

Date: 5/4/20

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations
Western Placer Unified School District

Date: _____

CSO No. 2020-1

CONSULTING SERVICES ORDER

This Consulting Services Order ("CSO") is an attachment to the Consulting Services Agreement made between the Client and Capitol PFG.

Services:

Provide Dissemination Agent services as described in the Continuing Disclosure Certificates (CDCs) related to the debt issuances listed below of Client and attached Certificate of Acceptance of Dissemination Agent.

Debt Issuances (Bonds)

See Attached Appendix A

Consulting Service Fee:

Annual Report Filing

Capitol PFG will receive a fee of $4,500 plus expenses. Expenses related to this service involve statistical data reports provided by outside vendors.

Material Event Filing

Capitol PFG will receive a fee of $500 per filing.

Payment Schedule:

The Consulting Service Fee will be invoiced upon completion and submittal of the Annual Report and Material Event filings.

APPENDIX A

$69,520,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
Certificates of Participation, 2016 Refinancing Project

$51,795,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
Certificates of Participation, 2016 Refinancing Project

$20,000,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
General Obligation Bonds, Election of 2014, Series 2015A

$25,000,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
General Obligation Bonds, Election of 2014, Series 2017B

$30,000,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
General Obligation Bonds, Election of 2016, Series 2017A

$15,000,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
General Obligation Bonds, Election of 2014, Series 2018C

$30,000,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
General Obligation Bonds, Election of 2016, Series 2018B

$8,285,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
Certificates of Participation, 2019 Refinancing Project

Certificate of Acceptance of

Capitol Public Finance Group, LLC as Dissemination Agent

The purpose of this Certificate of Acceptance ("Certificate") is to assist the Client with meeting its continuing disclosure responsibilities under S.E.C Rule 15c2-12(b)(5). Upon acceptance of this Certificate, Capitol PFG will perform the following services as a third party Dissemination Agent:

- Annually request financial information and operating data from the Client. Such request will be made at least 30 days prior to the Annual Report filing due date. The information request will include a review of a material event checklist.
- Monthly request update on issuance of any Financial Obligations or events reflecting financial difficulties, interactions with rating agencies, or change in Client contacts.
- Seek methods to improve the Client's continuing disclosure filings, including making it easier for investors to locate filings.
- Annually file and appropriately cross reference the Client's Comprehensive Continuiug Disclosure for all outstanding debt governed by a continuing disclosure certificate. Capitol PFG will provide the Client with the Annual Report prior to its filing.
- Prepare continuing disclosure log of outstanding debt and review, ameud and/or file any late or incomplete continuing disclosure filings.
- File material and significant event notices within 5 days of receipt.
- Annually provide the Client with its fee proposal for Dissemination Agent Services.
- Capitol PFG is obligated to provide Dissemination Agent services only upon written direction by the Client.

The Client agrees to assist Capitol PFG as Dissemination Agent by doing the following:

- Timely provide financial information, operating data and the material event checklist as requested by Capitol PFG.
- Notify Capitol PFG of any events that are listed as a material or significant events within 5 days of having knowledge of such event.
- Review and acknowledge the Annual Report prior to its filing.
- Compensate Capitol PFG for its services in accordance with its fee schedule, and reimburse Capitol PFG for all expenses incurred in the performance of its duties as Dissemination Agent.
- Annually provide written acceptance of Capitol PFG's fee proposal to take effect.
- The District may terminate Capitol PFG as Dissemination Agent at any time with written notice.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students 2. Foster a safe, caring environment where individual differences are valued and respected. 3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness. 4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students. 5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
Disposal of Surplus Items – Portables

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Developer Fees

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment or property when the equipment or property becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling or disposal of surplus or obsolete property through a number of methods. If the property value is insufficient to defray the costs to arrange a sale, the Board may unanimously approve that property be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping (EC 17546).

The attached list of portables have been determined to be unusable, obsolete or no longer needed and the district desires to dispose of the portables, rather than demolish them, through releasing them to Gold Country Wildlife Rescue.

RECOMMENDATION:

Administration recommends the Board of Trustees declare the attached list of items as surplus, authorize the disposal of the items and authorize the removal of these items from the fixed assets inventory list if applicable.

Surplus Items

Manufacturer Description	Serial Number	Model Description	Value	Location
Doupnik Manufacturing	7-02-DH-0220.19A and B	24 x 40 Portable	Dispose	GEMS
Doupnik Manufacturing	6-02-DH-0220.16A, B, and C	36 x 40 Portable	Dispose	GEMS
Doupnik Manufacturing	6-02-DH-0220.15A, B, and C	36 x 40 Portable	Dispose	GEMS
Doupnik Manufacturing	7-02-DH-0220.21A and B	24 x 40 Portable	Dispose	GEMS
Doupnik Manufacturing	7-02-DH-0220.22A and B	24 x 40 Portable	Dispose	GEMS
Doupnik Manufacturing	4-03-DH-0331.3A and B	24 x 40 Portable	Dispose	GEMS
Doupnik Manufacturing	4-03-DH-0331.4A and B	24 x 40	Dispose	GEMS
Doupnik Manufacturing	4-03-DH-0331.5A and B	24 x 40	Dispose	GEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students** 2. **Foster a safe, caring environment where individual differences are valued and respected.** 3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.** 4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.** 5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Approval of Amendments to Temporary Construction Easement

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
Yes

BACKGROUND:

On February 18, 2020, the Board approved the execution of a Temporary Construction Easement with JEN California 14, LLC (Grantee) for construction of the 12th Street Improvements at the frontage of Carlin C. Coppin Elementary School to commence June 6, 2020.

The Grantee has requested that the commencement date be amended to May 7, 2020 and that a twenty-five foot (25') wide westerly and northerly section of easement be added on the northwest corner of the site per an amended Exhibit A and Exhibit B.

RECOMMENDATION:

Approve the Amendments to the Temporary Construction Easement.

REVISED PAGE 1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
TEMPORARY CONSTRUCTION EASEMENT

Western Placer Unified School District, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("Grantor"), hereby grants to JEN California 14, LLC ("Grantee") and Grantee's contractors, subcontractors, agents and employees, a TEMPORARY CONSTRUCTION EASEMENT ("TCE") on and across the real property described in the attached Exhibit "A" that is owned by Grantor ("Property") for purposes of:

The construction of the 12th Street improvements, which are a condition of approval imposed by the City of Lincoln on the small lot tentative subdivision map for the Meadowlands Project ("Project"). A copy of the improvement plans approved by the City of Lincoln for the construction of the 12th Street improvements are attached as Exhibit "B" and incorporated hereto.

This TCE shall include, but is not limited to, Grantee's use of the Property, for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project.

This TCE shall become effective on May 7, 2020 ("Effective Date") and shall terminate on September 28, 2020 ("Termination Date"), unless otherwise extended in writing by Grantor. Upon such termination, Grantee shall return the Property to the Grantor in substantially the same condition as it was on the Effective Date.

Grantee shall indemnify, defend, protect and hold Grantor its officers, agents, or employees, Board of Education, and members of the Board of Education harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever, including reasonable attorneys' fees, arising from or connected with Grantee's construction activities on the Property during the term of the TCE granted herein.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of

REVISED EXHIBIT A

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

All that real property situated in the State of California, County of Placer, City of Lincoln, located in the Southeast quarter of Section 10, Township 12 North, Range 6 East, M.D.M., being more particularly described as follows:

All that portion of that certain parcel of land described in the Deed to Western Placer Unified School District, recorded on January 2, 1968 in Volume 1228, Page 603 of Official Records of Placer County, being more particularly described as follows:

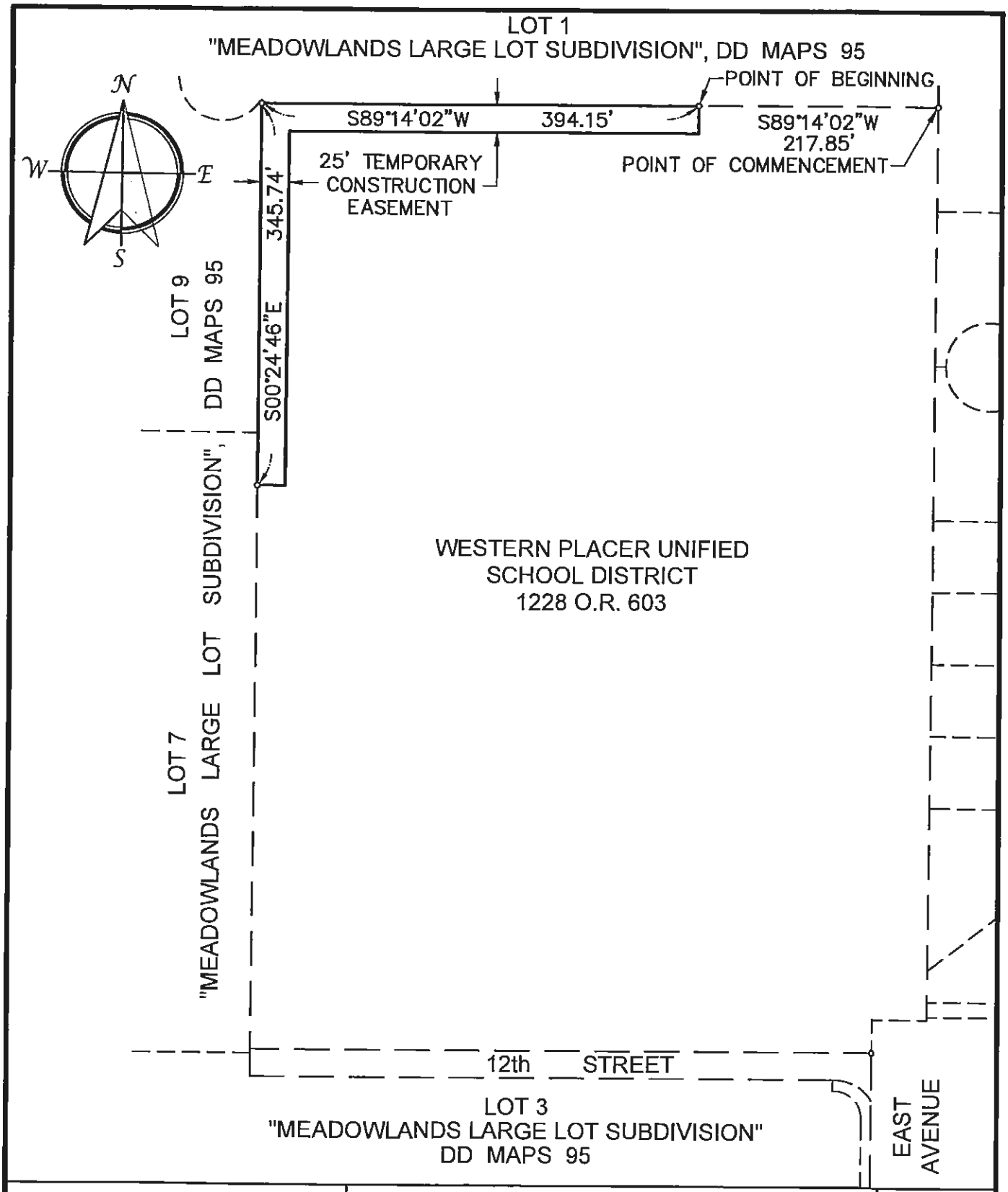
A strip of land having a uniform width of twenty-five (25.00) feet, the northerly and westerly lines of which are described as follows:

Commencing at the Northeast corner of said parcel of land; thence, along the northerly boundary thereof, South 89°14'02" West, 217.85 feet to the **POINT OF BEGINNING**; thence from said point of beginning, continuing along said northerly boundary, South 89°14'02" West, 394.15 feet to the Northwest corner of said parcel of land; thence, along the westerly boundary thereof, South 00°24'46" East, 345.74 feet to the **POINT OF ENDING**.

End of description.

See Exhibit "B" attached hereto and made a part hereof.

REVISED EXHIBIT B



785 Orchard, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA

SCALE: 1"=120'
DATE: 04/10/2020
SHEET 1 OF 1

ORIGINAL

WESTERN PLACER UNIFIED SCHOOL DISTRICT
TEMPORARY CONSTRUCTION EASEMENT

Western Placer Unified School District, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("Grantor"), hereby grants to JEN California 14, LLC ("Grantee") and Grantee's contractors, subcontractors, agents and employees, a TEMPORARY CONSTRUCTION EASEMENT ("TCE") on and across the real property described in the attached Exhibit "A" that is owned by Grantor ("Property") for purposes of:

The construction of the 12th Street improvements, which are a condition of approval imposed by the City of Lincoln on the small lot tentative subdivision map for the Meadowlands Project ("Project"). A copy of the improvement plans approved by the City of Lincoln for the construction of the 12th Street improvements are attached as Exhibit "B" and incorporated hereto.

This TCE shall include, but is not limited to, Grantee's use of the Property, for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project.

This TCE shall become effective on June 6, 2020("Effective Date") and shall terminate on September 28, 2020 ("Termination Date"), unless otherwise extended in writing by Grantor. Upon such termination, Grantee shall return the Property to the Grantor in substantially the same condition as it was on the Effective Date.

Grantee shall indemnify, defend, protect and hold Grantor its officers, agents, or employees, Board of Education, and members of the Board of Education harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever, including reasonable attorneys' fees, arising from or connected with Grantee's construction activities on the Property during the term of the TCE granted herein.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of

Justice (DOJ) before entering the Property to determine that they have not been convicted of a serious or violent felony. If the Grantor determines that more than limited contact with students will occur during the performance of any services by a Grantee contractor, the contractor will not perform services until all employees providing services have been fingerprinted by the DOJ, and DOJ fingerprinting clearance certification has been provided to Grantor.

This temporary construction easement includes any and all construction activities, whether performed by Grantee or Grantee's agents, including its building contractors and other independent contractors. Grantee may not assign this temporary construction easement. However, Grantee may authorize construction activities on its behalf pursuant to this temporary construction easement.

In the event Grantee uses a third party contractor or subcontractor (each, a "Third Party Contractor") to perform any work or related activities on the Property in connection with the Project or otherwise, in addition to Grantee's ongoing indemnity obligations provided above, Grantee shall require any such Third Party Contractor to carry and maintain commercial general liability insurance in connection with such work or activity in commercially reasonable amounts. Furthermore, the Grantee shall require that such insurance (i) provide that it is primary to, and not contributing with, any policy of insurance carried by Grantor covering the same loss; (ii) include an endorsement providing that written notice shall be given to Grantor at least thirty (30) days (or such number of days acceptable to City) prior to termination, cancellation, or reduction of coverage of such policy; (iii) include an endorsement in substance and form satisfactory to Grantor naming Grantor as additional insures; and (iv) shall not include a provision which requires the Third Party Contractor to pay any deductible or self-insured retention as a condition precedent to coverage under said policy and shall expressly permit, but not require, Grantor to do so. Grantee shall require that any Third Party Contractor provide a certificate of such insurance with the endorsements described above attached thereto prior to, and as a condition of, any entry upon the Property.

It is understood and agreed that upon said termination date and the physical restoration of the TCE area, Grantee shall have no further obligation or liability in connection with the Property.

Each individual executing this TCE on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose

behalf he or she executes this TCE and that said entity shall thereby be obligated to perform the terms of this TCE. Each party shall provide evidence of such authorization if requested to do so by the other party.

GRANTOR:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
Audrey Kilpatrick

Its: Asst Supt of Business Svs and Operations

GRANTOR:

JEN California 14, LLC

By: _____
CLIFTON TAYLOR

Its: VICE PRESIDENT

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

All that real property situated in the State of California, County of Placer, City of Lincoln, located in the Southeast quarter of Section 10, Township 12 North, Range 6 East, M.D.M., being more particularly described as follows:

All that portion of that certain parcel of land described in the Deed to Western Placer Unified School District, recorded on January 2, 1968 in Volume 1228, Page 603 of Official Records of Placer County, being more particularly described as follows:

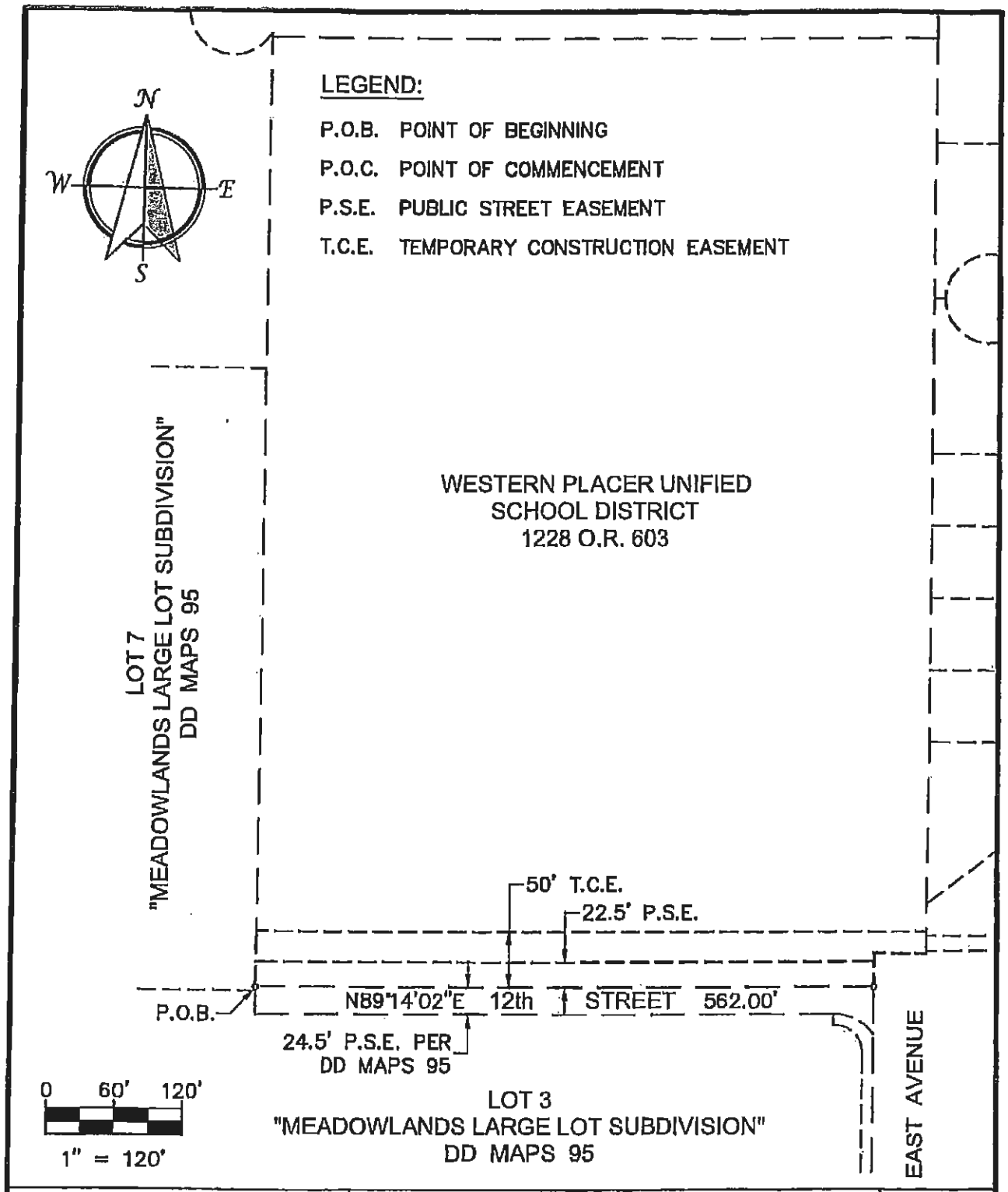
A strip of land having a uniform width of fifty (50.00) feet, the southerly line of which is described as follows:

Beginning at the Southwest corner of said parcel of land; thence from said **POINT OF BEGINNING**, along the southerly boundary thereof, North 89°14'02" East, 562.00 feet to the Southeast corner thereof, being the **POINT OF ENDING.**

The northerly line of said strip of land shall be lengthened so as to terminate at the easterly boundary of said parcel of land.

End of description.

See Exhibit "B" attached hereto and made a part hereof.



785 Orchard, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA

SCALE: 1"=120'
DATE: 4/17/2018
SHEET 1 OF 1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students** 2. **Foster a safe, caring environment where individual differences are valued and respected.** 3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.** 4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.** 5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Ratification of Memorandums of Understanding between the California School Employees' Association (Chapter #741) and Western Placer Unified School District

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Gabe Simon, Ed.D.
Assistant Superintendent of Personnel Services

ENCLOSURES:
Memorandums

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District and the California School Employees' Association (Chapter #741) approve of these Memorandums of Understanding. These agreements are regarding extending the deadline to notify the District regarding the election of retiree health benefits and regarding COVID-19 protocols.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify these Memorandums of Understanding between Western Placer Unified and the California School Employees' Association (Chapter #741).

MEMORANDUM OF UNDERSTANDING
Between the
WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD)
and the
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION (CSEA Chapter #741)
May 5, 2020

INTRODUCTION

The Parties hereby agree to the following terms for the 2019-2020 school year, which is a Memorandum of Understanding renewable by mutual agreement. This Memorandum of Understanding and revision applies to current members of the California School Employees' Association: Chapter #741 (CSEA). All bargaining unit members must continue to follow the terms in the CSEA Chapter #741 collective bargaining agreement. This MOU is in effect from May 5, 2020-May 31, 2020.

1. The language in section K of Article IV: Employee Benefits shall be modified as follows for classified employees when this MOU is in effect:

K. Retiree Benefits

(….)

1. Submit, in writing, their letters of retirement ~~by March 1st, and~~ **by May 31** and

2. Elect, in writing, to receive this benefit

(….)

3. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.

4. This MOU shall be governed by and controlled in accordance with the laws of the State of California.

5. The MOU is contingent and shall become effective upon approval by the California School Employees' Association (Chapter #741) as evidenced by the signature of CSEA and WPUSD designees below.

Dated: 5/5/20

For the District:

Gabe Simon, Assistant Superintendent of Personnel Services

Dated: 5/5/20

For CSEA:

Gus Nevarez, President

REVISED MEMORANDUM OF UNDERSTANDING ABOUT CORONAVIRUS RESPONSE

This memorandum is agreed between the Western Placer Unified School District ("District") and the California School Employees Association and its Western Placer Chapter 741 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) epidemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

1) The District will inform CSEA as soon as practicable should it learn of a confirmed ~~or likely~~ coronavirus infection of District employees or students and at which campus or worksite said infection was found.

2) The District, to the best of their ability, will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).

3) The District shall compensate all less than 12-month employees who will be required to report to work during closures, their standard rate of pay on an hourly basis in addition to their full base salary and any applicable benefits. Commencing April 14, 2020, the rate of pay for less than 12-month employees shall be half their standard rate of pay on an hourly basis in addition to their full base salary and any applicable benefits. **Commencing on June 6, 2020, the rate of pay for less than 12-month employees shall be their standard rate of pay on an hourly basis with no additional pay beyond this standard rate.** Any agreements related to compensation during school closures will not set a precedence for future decisions or agreements between CSEA and the District.

4) In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine as directed by a medical professional, the employee may do so without any loss of individual leaves or pay without fear of reprisal. Employees who are required to report to work but who wish to self-quarantine as a precautionary measure without a doctor's verification, may use available leaves without fear of reprisal. Employees who have exhausted accrued sick leave may use extended

leave as allowed by the collective bargaining agreement and current state and federal laws. Employees belonging to populations deemed by the Center for Disease Control as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine at no loss to individual leaves or pay.

5) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality except as noted in #4 of this agreement.

6) Should the District close any schools to address COVID-19, the District shall comply with requirements of California Executive Department Executive Order N-26-20. CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to epidemic.

7) The District shall consider requests by employees who are parents to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8.

Dated: 5/5/20

By: _____
For Western Placer Unified School District

Dated: 5/5/20

By: _____
For CSEA Ch. 741

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students** 2. **Foster a safe, caring environment where individual differences are valued and respected.** 3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.** 4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.** 5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Ratification of Memorandum of Understanding between the Western Placer Teachers' Association and Western Placer Unified School District

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Gabe Simon, Ed.D. GS
Assistant Superintendent of Personnel Services

ENCLOSURES:
Memorandum

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District and the Western Placer Teachers' Association approve of this Memorandum of Understanding. This agreement is regarding extending the deadline to notify the District regarding the election of retiree health benefits.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Memorandum of Understanding between Western Placer Unified and the Western Placer Teachers' Association.

MEMORANDUM OF UNDERSTANDING
Between the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
and the
WESTERN PLACER TEACHERS ASSOCIATION
May 4, 2020

INTRODUCTION

The Parties hereby agree to the following terms for the 2019-2020 school year, which is a Memorandum of Understanding renewable by mutual agreement. This Memorandum of Understanding and revision applies to current members of the Western Placer Teacher's Association (WPTA). All parties must continue to follow the terms in the WPTA/WPUSD collective bargaining agreement. This MOU is in effect from April 30, 2020-May 15, 2020.

1. The language in section (G) of Article XIV: Employee Benefits shall be modified as follows for certificated employees when this MOU is in effect:

   Retiree Benefits
   G. Benefit (E.2.c.) is only available to employees who:

   1. Submit, in writing, their letter of retirement between the dates of July 1 and ~~March 1,~~ **May 15, 2020** and

   2. Elect, in writing, to receive this benefit.

2. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.

3. This MOU shall be governed by and controlled in accordance with the laws of the State of California.

4. The MOU is contingent and shall become effective upon approval by the Western Placer Teacher's Association as evidenced by the signature of WPTA and WPUSD designees below.

Dated: 5/4/20

For the District:

Gabe Simon, Assistant Superintendent of Personnel Services

Dated: 5/4/2020

For WPTA:

Barret Hess, Chief Negotiator

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students** 2. **Foster a safe, caring environment where individual differences are valued and respected.** 3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.** 4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.** 5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Ratification of 2020-2022 Contract with Butte-Glenn Community College District

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan
Deputy Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
SWP Grant

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:
The attached contract is with Butte-Glenn Community College District to partner with WPUSD for the purpose of implementing K-12 components of the Strong Workforce Program. WPUSD will be allocated funds of $215,877 to complete the scope of work as stated in contract.

RECOMMENDATION:
Administration recommends that the Board ratify the contract proposal agreement between Butte-Glenn Community College District and WPUSD.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

GRANT AGREEMENT
FOR
K-12 STRONG WORKFORCE PROGRAM
NORTH FAR NORTH REGIONAL CONSORTIUM

This Grant Agreement (hereinafter referred to as "Agreement") is entered into by and between the Butte-Glenn Community College District on behalf of its Career and Technical Education Department (hereinafter referred to as "District") and **WESTERN PLACER UNIFIED SCHOOL DISTRICT** a Local Education Agency (hereinafter referred to as "Grantee"). District and LEA may be referred to individually as a "Party" and collectively as the "Parties" in this Grant Agreement.

RECITALS

WHEREAS, the District has been designated as the Regional Consortium Fiscal Agent on behalf of the North Far North Regional Consortium (hereinafter referred to as "NFN Regional Consortium") for the purpose of implementing the K-12 component of the Strong Workforce Program (hereinafter referred to as "K12 SWP") established by Education Code §§ 88827-88833.

WHEREAS, the District shall receive K12 SWP funds allocated for the NFN Regional Consortium from the California Community Colleges Chancellor's Office (hereinafter referred to as "Sponsor"), and is responsible to distribute funding and monitor sub-grants once funding decisions have been authorized by the NFN Regional Consortium pursuant to Education Code §§ 88827-88833.

WHEREAS, the NFN Regional Consortium has been approved by the California Community Colleges Chancellor's Office.

WHEREAS, the Grantee is one or more, or any combination, of the following: (1) School districts; (2) County offices of education; (3) Charter schools; (4) Regional occupational centers or programs operated by a joint powers authority; is located within the boundaries of the NFN Regional Consortium, and desires to engage in regional efforts to align workforce, employment and education services.

NOW, THEREFORE, the parties mutually agree as follows:

1. **SCOPE OF WORK.** The Grantee shall perform the work set forth in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted and certified via the NOVA reporting system, (hereinafter referred to as "Work"), which is attached hereto and incorporated by reference in this Agreement.

2. **PROGRAM SPECIFIC TERMS.** The Grantee shall comply with the terms and conditions found in Exhibit B, (1) Program-Specific Legal Terms and Conditions and (2) Guidelines, Definitions and Allowable Expenditures, which is attached hereto and incorporated by this reference in this Agreement. The terms and conditions provide further guidance for the administration of this Agreement.

3. **PERIOD OF PERFORMANCE.** The period of performance for this Agreement shall commence on **July 1, 2020** and shall expire on **December 31, 2022** unless extended by written amendment to this Agreement or terminated earlier in accordance with the termination provisions of this Agreement.

4. **KEY PERSONNEL.** The performance under this Agreement shall be under the direction of the respective Party's Authorized Representative for Technical Matters as specified in the Authorized Representatives provision of this Agreement.

5. **AWARD OF FUNDS.** The total amount of funds made available for payment to Grantee for Work performed under this Grant Agreement are awarded at **$215,877.00** (hereinafter referred to as the "Grant Award"). The awarded amount is fixed and based upon the amounts specified in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted and certified via the NOVA reporting system. In no event shall

the District be liable for payment to Grantee which would result in cumulative payment under this Agreement exceeding the total allocated funds unless this Agreement is modified in writing in accordance with this Agreement.

6. **BUDGET.** The costs and categories of costs approved to fund the Grantee's performance of the Work are detailed in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted and certified via the NOVA reporting system.

7. **ALLOWABLE COSTS.** The allowability of costs under this Agreement shall be determined in accordance with (1) the terms of this Agreement and (2) the terms set forth in Exhibit B.

8. **INVOICING.** The Grantee shall submit an invoice for an advance payment of 70% of the total amount of the Grant Award after this Agreement is fully executed. The Grantee shall submit an invoice for progress payment(s) up to 30% of the total amount of the Grant Award at the time that progress reports are submitted pursuant to the Progress Reports provision of this Agreement. Grantee's invoices must be submitted to the District's Authorized Representative for Business Matters for approval using Exhibit C, Invoice Template for K12 SWP NFN Regional Consortium.

9. **PAYMENT.** District will make payment on all approved invoices in accordance with the terms of this Agreement. Payment shall be contingent upon the receipt of funding from the Sponsor and upon the Grantee's compliance with the terms and conditions of this Agreement. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Grantee is solely responsible for reimbursing the District for amounts paid the Grantee but (i) disallowed under the terms of this Agreement, or (ii) upon termination of this Agreement, unexpended or unobligated balance of funds advanced.

10. **SEPARATE ACCOUNTING.** The Grantee will establish a separate account for all funds specified in this Agreement and will use the funds as allowed under the K12 SWP to perform the Work specified in this Agreement. As applicable, the Grantee shall also establish and maintain such accounting and documentation of matching expenditures of the Grantee to satisfy the requirements of the Sponsor.

11. **USE OF FACILITIES AND EQUIPMENT.** The Grantee will furnish the facilities and equipment necessary to perform and complete the Work under this Agreement, and District has rights to inspect facilities furnished.

12. **AUDIT.** The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 SWP in the audit guide required by Section 14502.1.

13. **PROGRESS REPORTS.** The Grantee shall submit quarterly progress reports and financial reports and an end of project report to show expenditures and demonstrate that program deliverables are being met. Reports shall be submitted via NOVA reporting system in accordance with the due dates specified in Exhibit B, Program-Specific Legal Terms and Conditions, section 5.

14. **AUTHORIZED REPRESENTATIVES.** For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties.

For the District.	Technical Matters:	Jennifer Macarthy Chair North/Far North Regional Consortium Butte-Glenn Community College District 3536 Butte Campus Dr. Oroville, CA 95965

	Business Matters:	Allison Travis-Bee Program Coordinator, Grants Strong Workforce Program Butte-Glenn Community College District 3536 Butte Campus Dr. Oroville, CA 95965
	Authorized Official:	Andrew B. Suleski Vice President for Administration Butte-Glenn Community College District 3536 Butte Campus Drive Oroville, CA 95965
For the Grantee.	Technical Matters:	Jennifer Horton CTE Teacher on Special Assignment Western Placer Unified 600 6th Street, Ste. 400 Lincoln, CA 95648
	Business Matters:	Carrie Carlson Director of Business Western Placer Unified 600 6th Street, Ste. 400 Lincoln, CA 95648
	Authorized Official:	Kerry Callahan Deputy Superintendent Western Placer Unified 600 6th Street, Ste. 400 Lincoln, CA 95648

15. **INDEPENDENT CONTRACTOR.** For the purpose of this Agreement and all work and services specified herein, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party.

16. **ASSIGNMENT.** The Grantee may not assign, transfer or Agreement any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of the District and Sponsor.

17. **CANCELLATION.** Either of the Parties may at any time cancel this Agreement, with or without cause, by giving thirty (30) days advance written notice to the other Party which shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, this Agreement shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this Agreement.

18. **APPROPRIATED FUNDS.** The continuation of this Agreement shall be subject to sufficient appropriated funds being received by District to administer and support the K12 SWP. In the event sufficient funds are not available or are discontinued at any time, the District may immediately cancel this Agreement by delivering written notice to the Grantee.

19. **GENERAL RELEASE.** The Grantee's acceptance of payment of the final invoice under this Agreement shall release the District from all claims of the Grantee, and from all liability to the Grantee concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of the District.

20. **USE OF NAME.** Neither of the Parties shall make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other

Party. This restriction shall not include internal documents available to the public that identify the existence of the Agreement.

21. **AMENDMENTS.** By mutual written consent, the Parties may make changes to the Work and to the terms of this Agreement. Any such changes shall be in the form of a written amendment signed by authorized representatives of the Grantee and the District.

22. **INDEMNIFICATION.**

22.1. The Grantee shall defend, indemnify and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of Grantee, its officers, employees, or agents.

22.2. The District shall defend, indemnify and hold Grantee, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of District, its officers, employees or agents.

22.3. This indemnification provision shall survive termination of the Agreement and remain in effect.

23. **INSURANCE.** The Grantee at its sole cost and expense, shall insure its activities in connection with this Agreement and maintain in force for the duration of this Agreement insurance policies and requirements as follows:

23.1. Commercial General Liability insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.

23.2. Automobile Liability insurance with a combined single limit of not less than $1,000,000 per accident for bodily injury and property damage with respect to the Grantee's owned, hired, and non-owned vehicles.

23.3. Workers' Compensation insurance as required under California State law.

23.4. Employer's Liability insurance with limits of not less $1,000,000 each accident, $1,000,000 each employee, $1,000,000 policy limit for bodily injury or disease.

23.5. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Grantee, or any person employed by the Agreement, with a limit of not less than $1,000,000 each claim.

23.6. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the District and the Grantee against other insurable risks relating to performance of this Agreement.

Insurance shall be issued by an insurance company(ies) licensed in California with a current A.M. Best rating of A:VII or better. The Commercial General Liability and Auto Liability coverages shall be endorsed to name "Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers" as additional insureds as their interest may appear. All insurance policies shall be endorsed to provide for thirty (30) days' advance written notice to the District of cancellation, suspension, or any material change of the required insurance coverage. If any insurance policy(ies) required by this Agreement is(are) written on a "claims made" basis: (i) the retroactive date must be shown, and must be before the date of the Agreement or the beginning of Work; and (ii) insurance shall be maintained and evidence of insurance must be provided for at least three (3) years following termination of this Agreement. The Grantee's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. The coverages required under this Section shall not limit the Grantee's liability. If any part of this Agreement is assigned or subcontracted, these insurance

requirements also apply to all assignees and subcontractors. The Grantee may fulfill its insurance obligations under this paragraph by self-insurance pursuant to an established plan operated in accordance with accepted insurance practices. Prior to commencing Work under this Agreement, Grantee shall furnish District with certificates of insurance and original endorsements evidencing the coverage, limits, and conditions required by this Agreement.

24. **CONFLICT OF INTEREST.** Grantee shall not hire or contract with any officer or employee of District or any member of their immediate family to perform any service covered by this Agreement. Grantee warrants that no officer or employee of District has any financial interest, direct or indirect, in Grantee. Any question which may arise during the performance of this Agreement regarding a possible conflict of interest shall be referred to District for adjudication.

25. **NOTICES.** All notices required or permitted by this Agreement shall be by written instrument and shall be mailed by certified mail or personally delivered to the respective Party's Authorized Official as specified in the Authorized Representatives provision of this Agreement.

26. **APPLICABLE LAW.** This Agreement shall be interpreted and governed by applicable federal laws and State of California laws.

27. **ENTIRE AGREEMENT.** This Agreement, together with the Exhibits attached hereto, express the complete agreement of the Grantee and the District and supersedes all prior understandings regarding the Work.

28. **COUNTERPARTS AND ELECTRONIC SIGNATURES**. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by facsimile, electronic mail or other electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

By: Andy Suleski
Andy Suleski (Apr 28, 2020)
(Signature of authorized official of District.)

Name: Andrew B. Suleski

Title: Vice President for Administration

Date: _____

WESTERN PLACER UNIFIED

By: _____
(Signature of authorized official of Grantee.)

Name: Kerry Callahan

Title: Deputy Supt.

Date: 3/30/20

Exhibits

A Scope of Work: Grantee's K12 Strong Workforce Program Application

B Program Specific Terms:
(1) K12 Strong Workforce Program Program-Specific Legal Terms and Conditions 2018-19
(2) Guidelines, Definitions and Allowable Expenditures

C Invoice Template for K12 SWP NFN Regional Consortium

TO BE COMPLETED BY DISTRICT ONLY The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.					
Initiating Department:	NFNRC	Preparer's Name & ID:	Allison Travis-Bee	Phone:	X2900
Vendor Name:	Western Placer Unified School District	Vendor ID:	3496034		
PO Description *(Max. 25 characters)*:	K12 Strong Workforce Year 2 Allocation				
Budget Code:	12.447.500.1.601023.55100	PO Amount:	$215,877.00		
Contract Monitor Name *(Person Who Approves Invoices)*:	Allison Travis-Bee	Phone:	X2900		
Dept. Dean/Director Initials:	DA DA	Dept. Vice President Initials:	VG		
Business Contracts Approval:	es KN	**Purchase Order Number:**			

SCOPE OF WORK

Grantee shall furnish all the necessary services, qualified personnel, material, equipment, and facilities as needed to perform all tasks specifically set forth in the application documents submitted by the Grantee, Attachment 1, Grantee's K12 Strong Workforce Program Application submitted and certified via the NOVA reporting system, which is attached hereto and incorporated by reference in this Agreement.

K12 Strong Workforce Program Produced: Mar 26, 2020, 10:04 PM UTC Allison Travis-Bee

Machining Trades Program

Details

Details

Pathway Improvement Name

Machining Trades Program

Region within which applying

North/Far North

Start Date

08/20/2020

End Date

06/30/2022

Assurances

This Pathway/Program Work Plan is:

✓ In compliance with K12 SWP legislation (Ed Code 88827).

✓ Aligned with your district(s)/partner district(s) 2020-21 LCAP?

✓ Informed by, aligned with, and expands upon your region's Strong Workforce Program Regional Plan and planning efforts occurring through the Strong Workforce Program.

✓ Informed by Labor Market Information and regional priorities.

✓ Staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

All LEAs will:

✓ In addition, to ensure that the K12 SWP legislative reporting requirements are met, all grant recipients, both lead and partnering LEAs, are required to do the following until an MOU is executed between CDE and CCCCO for information sharing on K–12 data:
1. Sign an MOU with Cal-PASS Plus to facilitate the sharing of data with the Cal-PASS Plus data system (if not already done so);
2. Maintain a current MOU with Cal-PASS Plus throughout the life of the awarded grant;
3. Beginning in 2021–22, upload end-of-year data files, as applicable and required by K12 SWP, into the Cal-PASS Plus system annually by November 1.

✓ Report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.

Lead & Partner Agencies

Lead LEA Type

Unified School District

Agency Name

Western Placer Unified

Agency Information

Address
600 Sixth Street, Suite 400 | Lincoln, CA | 95648-1825
Region
N/A
Website
http://www.wpusd.org

Community College District
N/A

Part of a Rural School District
No

Unemployment Rate
3.1%

Total ADA (Average Daily Attendance)
Average Daily Attendance shown below is the ADA for the LEA from 2018-19 P-2 (June 20, 2019) for grades 7-12, as provided by CDE.

3093.65

K12 SWP 2018-19 Award/Role

Was your organization awarded funds in 2018-19?

Yes

If yes, what is your organization's role in this work (as Lead or K-12 Partner Agency)?

As a K-12 Partner Agency, we are utilizing resources and services for our CTE teachers and students to participate activities associated with the three SWPs overseen by the Placer County Office of Education. The SWPs are Construction and Building Trades Pathway, Health Careers Skills Development for Special Populations, and Building a Work-based Learning Infrastructure.

CTEIG Award

Was your organization awarded CTEIG funds in 2018-19?

Yes

Will your organization apply for CTEIG funds in 2019-20?

Yes

Participating Schools

School
Lincoln High School
Phoenix Continuation High School

Primary Contact(s)

Name	Role	Email
Kerry Callahan	Project Lead Contact	kcallahan@wpusd.org
Jennifer Horton	Project Lead Contact	jhorton@wpusd.org
Scott Seacrist	Project Lead Contact	sseacrist@wpusd.org

Partner Agencies

No K12 Partner Agencies added.

ADA Totals

Name	ADA	Agency Type
Western Placer Unified	3,093.65	Unified School District

Higher Education Partners

Sierra College

Higher Education Partner Agency Type
College

Agency Information

Address
N/A
Region
N/A
Website
N/A

Community College District
N/A

Primary Contact(s)

Name	Role	Email
Franz Veitschegger	Contact	fveitschegger@sierracollege.edu

Collaborative Partners (optional)

AB Tools

Agency Type
Industry

Address
1051 Aviation Blvd | Rocklin, CA | 95648

Website
abtoolsinc.com

Partner Role

- ✓ Partnership and Subject-Matter Expertise
- ✓ Curriculum Development/Alignment
- ✓ Work-Based Learning Experiences for Students

Contacts

Name	Role	Email
Jon Baker	Contact	jon@abtoolsinc.com

Sierra Precision Machining

Agency Type
Industry

Address
3860 Cincinnati Ave | Rocklin, CA | 95765

Website
www.SIERRAPRECISIONMACHINING.COM

Partner Role

- ✓ Partnership and Subject-Matter Expertise
- ✓ Curriculum Development/Alignment
- ✓ Work-Based Learning Experiences for Students

Contacts

Name	Role	Email
Shane Poole	Contact	shane@sierraprecision.us

Precision Fluid Controls

Agency Type
Industry

Address
3860 Cincinnati Avenue | Rocklin, CA | 95765

Website
www.precisionfluidcontrols.com

Partner Role

- ✓ Partnership and Subject-Matter Expertise
- ✓ Curriculum Development/Alignment
- ✓ Work-Based Learning Experiences for Students

Contacts

Name	Role	Email
Sue Evens	Contact	sue@pfc.io

RobbJack

Agency Type
Industry

Address
3300 Nicholas Rd | Lincoln, CA | 95648

Website
RobbJack.com

Partner Role

- ✓ Partnership and Subject-Matter Expertise
- ✓ Curriculum Development/Alignment
- ✓ Work-Based Learning Experiences for Students

Contacts

Name	Role	Email
Mike MacArthur	Contact	mike@robbjack.com

Sacramento Valley Manufacturing Initiative (SVMI)

Agency Type
Community Organization

Address
4750 J Street | Sacramento, CA | 95819

Website
https://www.sacvalleymfg.org/

Partner Role

- ✓ Partnership and Subject-Matter Expertise

Contacts

Name	Role	Email
Dean Peckham	Contact	dpeckham9@gmail.com

Autoflow Products, Inc.

Agency Type
Industry

Address
3860 Cincinnati Avenue | Rocklin, CA | 95765

Website
http://autoflowproducts.com/

Partner Role

- ✓ Partnership and Subject-Matter Expertise
- ✓ Curriculum Development/Alignment
- ✓ Work-Based Learning Experiences for Students

Contacts

Name	Role	Email
Paul Sanchez	Contact	psanchez@aotoflowproducts.com

Problem Statement

Provide a brief Problem Statement that is concise, clear, and evidence-based, supporting the problem or need that your K12 SWP efforts will address.

In 2019, at the Western Placer Unified School District Advisory Board meeting, the Engineering and Design Pathway breakout session discussed the lack of skilled workers graduating from high school and entering the manufacturing industry. This discussion included 3 machinists and the Advanced Manufacturing Chair of our local community college. In addition to our local manufacturing industries requesting more skilled workers, the North Far North Region Strong Workforce Plan indicates that manufacturing employers can not fill all their positions and the Los Rios Center of Excellence indicated that there will be over 24,000 advanced manufacturing openings for the next 3 years. Our largest obstacle to training skilled machinists for the local workforce is that the current engineering and design pathway is impacted with students who are more focused on attending a 4 year university and not entering the workforce directly from high school. The current pathway does not directly serve English learners, students with special needs and those at risk of not completing high school.

Project Objectives

Provide clear, concrete objectives, which this project aims to achieve, to address the issues in the Problem Statement. Include how the LEA(s) is using the K12 SWP funds to help meet those objectives. Avoid statements of lofty goals.

The project objectives of our K12 SWP work are as follows:

1. Create a manufacturing pathway that targets special populations and provide opportunities for students to be gainfully employed in manufacturing right out of high school while they continue with post secondary training.

2. Ensure that the curricula provides work readiness training as well as the skills indicated by our industry partners.

3. Ensure a low student to machine ratio so students can develop and practice their machining skills.

4. In collaboration with industry partners, provide an internship for every student in the pathway.

5. In collaboration with our local community college, provide the opportunity for students to take advance manufacturing. This could occur either during high school through dual enrollment or as part of an articulation agreement with students continuing their training after graduating from high school. This would all occur while the students are gainfully employed in manufacturing.

6. Provide a direct route from high school to a career with a livable wage.

7. Provide relevant professional development and training for the CTE engineering instructor.

Local/Regional Economies

For the LEA to be considered in high unemployment area, the unemployment rate of the county in which in LEA is located must be over 6.45%, in alignment with the Workforce Innovation and Opportunity Act (WIOA). LEAs are classified as Rural School Districts if they meet 'Small, Rural School Achievement Program' or REAP eligibility standards as determined by the U.S. Department U.S. Department of Education (https://www2.ed.gov/programs/reapsrsa/eligibility.html).

Unemployment Rates & Rural School Districts

Lead/Partner LEA	Rural School District?	Unemployment Rate
Western Placer Unified	No	3.1%

Underserved Student Populations

Annual Adjusted Statewide Grades 9-12 Dropout Rate

2.4% (for 2016-17, per CDE)

Will the proposed CTE program(s) serve student subgroups that have a dropout rate higher than the state dropout rate?

Yes

Will proposed CTE program(s) serve the follwing unduplicated pupils?

Yes

Will the proposed CTE program(s) serve K-12 students that are defined as special populations per Perkins V?

Yes

Industry Sectors & Pathways

Targeted Industry Sectors

California Department of Education Industry Sectors

✓ Manufacturing & Product Development (CDE)

Crosswalk California Community Colleges

✓ Advanced Manufacturing (CCCCO)

Pathways & Design Purpose

✓ Create a New Pathway(s)

Pathway(s) Involved

- Manufacturing & Product Development: Machine & Forming Technologies

Work Plan

K14 Pathway Quality Elements

✓ Curriculum and Instruction

✓ Postsecondary Transition and Completion

✓ Work-Based Learning

K12 SWP CTE Pathway/Program Work Plan

SWP Work Plan for WPUSD Manufacturing 2019-20.docx

Leveraged Funds

- ✓ Perkins V (Strengthening Career and Technical Education for the 21st Century Act)
- ✓ CTEIG (California Technical Education Incentive Grant)
- ✓ SWP (Strong Workforce Program)

Budget & Match

Grant Funds Summary

Expenditure Type	K12 SWP Grant Funds
1000 - Certificated Salaries	$55,000
2000 - Classified Salaries	$0
3000 - Employee Benefits	$13,750
4000 - Books and Supplies	$45,000
5000 - Services and Other Expenditures	$19,636
6000 - Capital Outlay	$75,000
7000 - Indirect Costs	$7,491
Total Grant Funds Budgeted	**$215,877**

Financial Match Summary

Expenditure Type	Financial Match
1000 - Certificated Salaries	$354,630
2000 - Classified Salaries	$0
3000 - Employee Benefits	$77,852
4000 - Books and Supplies	$0
5000 - Services and Other Expenditures	$0
6000 - Capital Outlay	$0
7000 - Indirect Costs	$0
Total Financial Match	**$432,482**

In-Kind Match Summary

Source of In-Kind Match Funds	In-Kind Match
Person hours	$0
Use of equipment	$0
Use of facilities	$0
Other	$0
Total In-Kind Match	$0

Budget

Budget Requirements

Please indicate how K12 SWP grant funds will be spent by the Lead LEA and each Partner LEA. All Lead and Partner Agencies identified in the application must complete an individual budget.

Western Placer Unified: Budget

Budget Funds

Expenditure Type	2019-20	2020-21	2021-22	2022-23
1000 - Certificated Salaries	$4,000	$17,000	$17,000	$17,000
2000 - Classified Salaries				
3000 - Employee Benefits	$1,000	$4,250	$4,250	$4,250
4000 - Books and Supplies	$15,000	$10,000	$10,000	$10,000
5000 - Services and Other Expenditures	$5,000	$5,000	$5,000	$4,636
6000 - Capital Outlay	$75,000			
7000 - Indirect Costs	$1,392	$2,033	$2,033	$2,033
Total Budget	**$101,392**	**$38,283**	**$38,283**	**$37,919**

Please provide a description of your budget and investment strategy.

$55,000-Teacher pay-19-20 school year program establishment, 20-21 through 23-24 school years teacher prep buyout. (1000)

$13750- Teacher benefits from prep buyout (3000)

$45000- Tooling / Fixtures and materials to use in the machine tools for student learning. (4000)

$19636- Professional development for the teacher, (conference/ training) Student field trips through out the year. (5000)

$75000- Purchase of a Haas ST-10 CNC lathe and and 2-Haas Desktop CNC milling machine.(6000)

$7491 - District Indirect Costs. (7000)

Match

Match Requirements

For any K12 SWP funds awarded, the grantee is required to provide a proportional dollar match as follows:

- For ROCPs operated either by joint powers authority or by a county office of education, one dollar ($1) for every one dollar ($1) awarded. The ROCP needs to be the Lead Agency on the application.
- For all other LEAs, two dollars ($2) for every one dollar ($1) awarded.

Financial resources must account for at least fifty percent (50%) of the minimum required match amount.

Western Placer Unified: Match

Financial Match Funds

Expenditure type	Financial Match	Source of Match Funds
1000 - Certificated Salaries	$354,630	LCFF
2000 - Classified Salaries		
3000 - Employee Benefits	$77,852	LCFF
4000 - Books and Supplies		
5000 - Services and Other Expenditures		
6000 - Capital Outlay		
7000 - Indirect Costs		
Total Financial Match	$432,482	

In-Kind Match Funds

Source of In-Kind Match Funds	In-Kind Match	Description of Funds
Person hours		
Use of equipment		
Use of facilities		
Other		
Total In-Kind Match	$0	

Supporting Documents

Document Title	Type	Uploaded	Comment
SWP Work Plan for WPUSD Manufacturing 2019-20.docx	K12 SWP Application Work Plan	12/13/2019, 8:44:48 PM	N/A
Sierra College Letter of Support.pdf	Letter of Support	12/17/2019, 7:08:34 PM	N/A
Franz Veitschegger SC#2.pdf	Letter of Support	12/16/2019, 9:53:55 PM	N/A
Franz Veitschegger SC#1.pdf	Letter of Support	12/16/2019, 9:53:33 PM	N/A
SVMILetter of support Lincoln HS 12.12.2019.docx	Letter of Support	12/12/2019, 9:53:54 PM	N/A
AutoFlowProductsLetter of support - Dec 12 2019 - 1-18 PM (3).pdf	Letter of Commitment	12/12/2019, 9:53:12 PM	N/A
PrecisionLetter of support - Dec 12 2019 - 1-18 PM (2).pdf	Letter of Commitment	12/12/2019, 9:33:16 PM	N/A
RobbjackLetter of support - Dec 12 2019 - 1-18 PM (1).pdf	Letter of Commitment	12/12/2019, 9:31:46 PM	N/A
Sierra PrecisionMachiningLetter of support - Dec 12 2019 - 1-18 PM (4).pdf	Letter of Commitment	12/12/2019, 9:31:13 PM	N/A
A B Tools letter of commitment - Dec 9 2019 - 10-11 AM.pdf	Letter of Commitment	12/9/2019, 6:23:12 PM	N/A
Dual Enrollment MOU 2019-2020.pdf	Agreement/MOU	12/5/2019, 9:51:53 PM	N/A
cteig2019-20hqeval - Western Placer.pdf	High-Quality CTE Program Evaluation	12/5/2019, 9:51:38 PM	N/A

Certification

Regional Signing Authority - North/Far North

Blaine Smith
blaine.smith@losrios.edu

Jennifer Macarthy
Director - CTE Grants and Regional Projects

macarthyje@butte.edu
(530) 895-2862

Certified by Jennifer Macarthy

03/25/2020 01:04 PM PDT

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PROGRAM SPECIFIC TERMS

Grantee shall comply with the terms and conditions, Attachment 1, (1) Program-Specific Legal Terms and Conditions and (2) Guidelines, Definitions and Allowable Expenditures, which is attached hereto and incorporated by this reference in this Agreement.

Appendix A: Program-Specific Legal Terms and Conditions

K12 Strong Workforce Program: Program-Specific Legal Terms and Conditions, 2019–20

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the applicable Strong Workforce Program Career Technical Education Regional Consortium (hereinafter Regional Consortium) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement. Payment should be made as follows:

Beginning in 2019–20, an advance payment of 70% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.

Grantee may request progress payment(s) up to 30% of the total amount of this Grant Agreement at the time that annual reports are submitted pursuant to section 5 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and approval of the expenditure/progress reports by the Regional Consortium.

2. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and Grant Agreement with the Regional Consortium.

3. Modification/Budget Changes

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Regional Consortium prior to the modification being made. The Regional Consortium may require that a Grant Amendment be processed, if the Regional Consortium determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Regional Consortia so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Regional Consortium.

Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The process for requesting and approving grant amendments are determined by Regional Consortium. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortium. No extensions to the performance period will be granted.

4. Assurances, Certifications, Terms, and Conditions

Grantees must comply with the assurances, certifications, and terms and conditions associated with the grant as described in the K12 SWP Request for Applications and K12 SWP legislation (Education Code Title 3, Division 7, Part 54.5 [88820-88833]) and as established by the Regional Consortia.

As a condition of receiving funds, the Grantee shall do the following:

- Comply with the Grant Agreement, and legal terms and conditions prescribed by the applicable Regional Consortium fiscal agent.
- Certify that funds received and the matching funds contributed by each local education agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

- Be responsible for the performance of any services provided through funds awarded under this grant by partners, consultants, or other organizations.
- Make expenditure data on career technical education programs available for purposes of determining if the grant recipients have met the matching funds requirements specified, and for monitoring the use of funds provided.
- Enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCO for information sharing on K12 data.
- By November 1, immediately following the fiscal year for which data are reported:
  - Provide student-level data necessary to evaluate K12 SWP to CDE;
  - Beginning in 2021–22, submit all end-of-year data files, as applicable and required by K12SWP leadership, into the Cal-PASS Plus system; and
  - Notify their region's K–14 Technical Assistance Provider that data has been reported.

Appendix B: Guidelines, Definitions, and Allowable Expenditures

Guidelines, Definitions, and Allowable Expenditures

Determining if a Cost is Allowable

All allowable costs must meet three primary criteria: (1) Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations; (2) The cost must be allocable to the funding source activities; and (3) The cost must not be a general expense required to carry out the fiscal agent's overall responsibilities (not supplanting). However, even if the costs meet the prior three criteria, the costs must be approved within the statement of work/budget of the individual fiscal agent; otherwise, they are not allowable within that year without changes to the statement of work/budget. In addition, the Strong Workforce Program Career Technical Education Regional Consortium has the discretion to impose special conditions beyond the funding source that would also determine allowability of cost.

While the proposed cost is allowable under the funding source, is it also *reasonable?*

Reasonable is defined by the dictionary as agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision.

Systems that can guide this definition are necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with

prudence under the circumstances; and having no significant deviation from established prices.

What are the guidelines of *allocable?*

Allocable is defined by the dictionary as capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Beyond this definition, allocable also means that the cost must be related to the statement of work/budget that have been approved by the Strong Workforce Program Career Technical Education Regional Consortium.

What is *supplanting?*

Funding may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. These grant funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without the funding. You must be able to demonstrate that the funds are added to the amount of state and local funds that would, in absence of the grant funds, be made available for uses specified in your plan.

Federal grant funds must supplement and not supplant state or local funds. Federal funds may not result in a decrease in state or local funding that would have been available to conduct the activity had Federal funds not been received. Federal funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without Federal dollars. You must be able to demonstrate that Federal funds are added to the amount of state and local funds that would, in absence of Federal funds, be made available for uses specified in your plan. Allocation recipients and sub-recipients must use grant funds to provide extra goods, services, materials, staff coordination positions, etc. that would not otherwise be purchased with state, local, or other non-Federal funds.

Allowability of General Costs

There are permissible activities within K12 Strong Workforce Program funds. In addition, there are criteria for what can be funded while doing those activities. The following table is a synopsis of rules to determining allowability of costs. The rules in their entirety can be found in (Title 2 Code of Federal Regulations [2 CFR Parts 215 and 220]).

http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105_a21.pdf

The following table is an easy reference synopsis of allowability of general costs. As stated above, just because a cost is allowable via 2 CFR 215-220, the intent of the RFA must be followed, the cost must be necessary, reasonable, allocable, and not supplanting, and any additional cost restrictions listed in the RFA would supersede allowable costs within this document.

Allowability of General Costs

Allowable	Allowable with Prior Approval	Unallowable
Advertising and Public Relations[1]		Advertising and Public Relations[1]
Advisory Councils *(if the RFA requires or allows Advisory Councils)*		
		Alcoholic Beverages
		Alumni Activities
Audit Costs (required by Single Audit Act)		
Audit Costs *(if not required by* Single Audit Act can be included in indirect cost rate approved by the California Department of Education)		
		Bad Debts

Allowable	Allowable with Prior Approval	Unallowable
		Commencement and Convocation Costs
Communication Costs (telephone, telegrams, postage, messenger)		
Compensation for Personnel Services (salary, wages, fringe benefits)		
		Contingencies
Contributions or Donations Received (cash, property, services)		Contributions or Donations Received (cash, property, services)
		Entertainment Costs[2]
Equipment[3]		Equipment[3]
Fines and Penalties[4]		Fines and Penalties[4]
		Fundraising and Investment Costs
		Gifts of Public Funds are never allowed (memorabilia, honoraria, gifts, souvenirs, etc.)[5]
		Goods & Services for Personal Use
		Improvements[6]
Indirect or Administrative Expenditures *(rate approved by the California Department of Education)*		
		Lobbying[7]
		Losses on Other Sponsored Agreements or Contracts

Allowable	Allowable with Prior Approval	Unallowable
Materials & Supply Costs (only those actually used for performance of sponsored agreement)		
Meetings and Conferences[8]		Meetings and Conferences[8]
	Memberships[9]	
Professional and Consultant Services		
Proposal Costs *(only using indirect rate approved by the California Department of Education)*		
Publication and Printing Costs *(must be a direct cost; indirect cost can only use the rate approved by the California Department of Education)*		
Maintenance & Repair Costs[10] (keeping in efficient operating condition)		Maintenance & Repair Costs[10] (construction, remodeling, increasing value)
		Student Expenses, Activities or Direct Services[11]
		Selling and Marketing[12]
Travel[13]	Out-of-State Travel[13]	Out-of-Country Travel[13]

[1] **Advertising and Public Relations:** The term *advertising costs* means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like. The term *public relations* includes community relations and means those activities dedicated to maintaining the image of the institution or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

ALLOWABLE Advertising costs are those that are solely for: (1) The recruitment of personnel required for the performance by the institution of obligations arising under a sponsored agreement; (2) The procurement of goods and services for the performance of a sponsored agreement; (3) The disposal of scrap or surplus materials acquired in

the performance of a sponsored agreement except when non-Federal entities are reimbursed for disposal costs at a predetermined amount; or (4) Other specific purposes necessary to meet the requirements of the sponsored agreement.

ALLOWABLE Public Relations costs are those that are solely for: (1) Costs specifically required by the sponsored agreement; (2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored agreements (these costs are considered necessary as part of the outreach effort for the sponsored agreement); or (3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc.

UNALLOWABLE: Advertising and public relations costs include the following: (1) All advertising and public relations costs unless specified as allowable above; (2) Costs of meetings, conventions, convocations, or other events related to other activities of the institution, including: (a) Costs of displays, demonstrations, and exhibits; (b) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and (c) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings; (3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs; (4) Costs of advertising and public relations designed solely to promote the institution.

[2] **Entertainment Costs:** Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

[3] **Equipment:** Equipment means article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the institution for financial statement purpose, or $5,000. Any equipment requested within the K12 SWP grant will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability.

General Purpose Equipment – General purpose equipment furnishings, modular offices, telephone, networks, information technology equipment systems, air conditioning equipment, reproduction and printing equipment, motor vehicles, etc. are unallowable unless the awarding agency approves them in advance. The Strong Workforce Program Career Technical Education Regional Consortium consider general purpose equipment and furnishings to be the responsibility of the local education agency and as such, it will not approve such expenditures.

[4] **Fines and Penalties:** Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

[5] **Gifts of Public Funds:** If it looks like a gift, it is. You are not allowed to purchase pencils, pens, mouse pads, t-shirts, etc. and give them out (under the marketing banner). This

would still be considered a gift of public funds. Awards and honorarium would also be considered a gift of public funds and not allowed.

[6] **Improvements:** Improvements for land, buildings, or equipment that materially increases their value or useful life are unallowable as a direct cost.

[7] **Lobbying:** Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging, or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.

[8] **Meetings and Conferences:** Costs of meetings and conferences, the primary purpose of which is the dissemination of technical information, are allowable. This includes costs of meals, transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Be aware not to cross over into entertainment costs.

> **NOTE:** Food is only allowed at meetings that require a working breakfast, lunch, or dinner and disseminate technical information to participants. The meeting must have an agenda that shows a working meal; must have a sign-in sheet for participants; and cannot go over the fiscal agent's per diem guidelines for food purchases. The Strong Workforce Program Career Technical Education Regional Consortia are not allowing the cost of food be charged for outreach and/or student events.

[9] **Memberships:** OMB only allows institutional memberships (not individual memberships), the Chancellor's Office Budget and Accounting Manual allows individual memberships that are required within a job description. If the K12 SWP applicant requests any (individual, institutional, or regional) membership costs, the application must justify why the statement of work cannot be accomplished without paying for such membership(s). Business, technical, and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.

[10] **Maintenance and Repairs:** Activities such as construction and remodeling, which increase the value of an asset or appreciably extend its useful life, are not allowed unless authorized by the funding source. Maintenance of equipment that neither adds to the permanent value of the property nor appreciably prolongs its intended life, but keeps it in an efficient operating condition, is allowable.

[11] **Student Expenses, Activities, or Direct Services:** All forms of student aid are allowable only when the purpose of the sponsored agreement is to provide training to selected participants and the charge is approved by the sponsoring agency. Costs incurred for intramural activities, student publications, student clubs, and other student activities are unallowable.

[12] **Selling and Marketing:** Cost of selling and marketing any products or services of the institution are unallowable unless the agreement requires this activity or if it is allowable under public relations costs (see #1 above).

[13] **Travel:** Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based on the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.

OUT-OF-STATE TRAVEL: Out-of-state travel will be closely scrutinized and must be disclosed in the Budget summary. After the application is fully executed, any further Out-of-state travel requires prior approval of the Strong Workforce Program Career Technical Education Regional Consortia by submitting the necessary (as determined by the Strong Workforce Program Career Technical Education Regional Consortia) documentation for approval. The Strong Workforce Program Career Technical Education Regional Consortium reserve the right to limit Out-of-state travel.

OUT-OF-COUNTRY TRAVEL: Out-of-country travel will not be allowable via this funding source.

INVOICE TEMPLATE

An advance payment of 70% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.

Grantee may request progress payment(s) up to 30% of the total amount of this Grant Agreement at the time that progress/quarterly reports are submitted in NOVA. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Regional Consortia.

Project Name:	
Description	**Budget**
1000	
2000	
3000	
4000	
5000	
6000	
Total	0

Progress Payment for: ☐ **70%** ☐ **30%**

Authorized Official Name: _____

Authorized Official Signature: Denise Adams
Denise Adams (Apr 23, 2020) _____ Date: 4/23/2020

Western Placer - K12 SWP

Final Audit Report 2020-04-28

Created:	2020-04-23
By:	Allison Travis-Bee (travis-beeal@butte.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjl1pkz54K0d-rNCV4TIZNkDkYOOduHP4

"Western Placer - K12 SWP" History

Document created by Allison Travis-Bee (travis-beeal@butte.edu)
2020-04-23 - 10:47:51 PM GMT- IP address: 76.20.119.55

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2020-04-23 - 10:49:10 PM GMT

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Document approved by Denise Adams (adamsde@butte.edu)
Approval Date: 2020-04-23 - 10:55:27 PM GMT - Time Source: server- IP address: 75.4.37.52

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Document approved by Kristie Nash (nashkr@butte.edu)
Approval Date: 2020-04-28 - 0:12:50 AM GMT - Time Source: server- IP address: 73.185.85.193

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Email viewed by Andy Suleski (suleskian@butte.edu)
2020-04-28 - 3:20:11 PM GMT- IP address: 73.192.238.60

Document e-signed by Andy Suleski (suleskian@butte.edu)
Signature Date: 2020-04-28 - 3:20:57 PM GMT - Time Source: server- IP address: 73.192.238.60

Signed document emailed to Kristie Nash (nashkr@butte.edu), Allison Travis-Bee (travis-beeal@butte.edu), Denise Adams (adamsde@butte.edu), Melissa CafferataAinsworth (cafferataainsworthme@butte.edu), and 4 more
2020-04-28 - 3:20:57 PM GMT

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Legal Services Agreement between the Law Office of Burke, Williams & Sorensen, LLP and Western Placer Unified School District for the 2020-21 School Year

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

Administration is requesting approval of an hourly legal services agreement with the Law Office of Burke, Williams & Sorrensen, LLP.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the agreement.

wp/rk/factform

burke
BURKE, WILLIAMS & SORENSEN, LLP
60 South Market Street - Suite 1000
San Jose, California 95113-2336
voice 408.606.6300 - fax 408.606.6333
www.bwslaw.com

Direct No.: 408.606.6307
jyeh@bwslaw.com

May 12, 2020

VIA ELECTRONIC MAIL ONLY:
Scott Leaman, Superintendent
Western Placer Unified School District
600 Sixth Street
Lincoln, California 95648

Re: Agreement for Legal Services – 2020-2021
Western Placer Unified School District
Burke, Williams & Sorensen, LLP

Dear Superintendent Leaman:

We are pleased to represent Western Placer Unified School District ("Client") with respect to the matters described in this Agreement. The following sets forth the terms pursuant to which Burke, Williams & Sorensen, LLP ("Burke") and Client agree that Burke will provide legal services to Client. The hallmark of any productive professional relationship is effective communication. We invite you to contact us at any time during or after our representation with regard to any questions you may have associated with our representation or the matters described herein.

1. CONDITIONS. The effective date of this Agreement will be July 1, 2020 through June 30, 2021. This Agreement shall remain in effect until terminated by either party in accordance with the terms contained herein or by mutual agreement of the parties.

2. SCOPE OF SERVICES. Client hires Burke to provide legal services as directed by the Superintendent, administrators, or the Board of Trustees with respect to its general business, legal, educational and governance matters, including representation, advice, and counseling on charter school matters. No representation outside of the services set forth herein shall be provided by Burke to Client. No representation of any directors, officers, employees, or any other persons or entities affiliated with Client shall be provided unless such representation is expressly included in this Agreement. Client will provide those legal services reasonably required to represent Client. Burke will take reasonable steps to keep Client informed of progress and to respond to all inquiries of Client. Services in any matter not described herein will require a separate written request from Client.

3. CLIENT OBLIGATIONS. Client agrees to cooperate and be truthful with Burke, to keep Burke informed of any information or developments which may come to their attention, to abide by the terms of this Agreement, to pay Burke's bills on time, and to keep Burke advised of their current address, telephone number, and all other contact information. Client will assist Burke in providing necessary information and documents, and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST. Before accepting representation of Client, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between Client and any other person or entity that would bar Burke from representing Client in general or in any of the specific matters listed herein. Burke has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to Client's representation. Client's execution and return of the enclosed copy of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this Agreement.

5. DISCLOSURE. Pursuant to the requirements of California Business & Professions Code Section 6148, Burke hereby discloses that it maintains professional errors and omissions insurance.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Burke's prevailing rates for all time spent on Client's matter(s) by Burke's legal personnel. Current hourly rates for Burke's legal personnel are set forth in Attachment A to this Agreement.

Burke's rates are subject to change on 30 days' written notice to Client. If Client declines to pay the increased rates, Burke will have the right to withdraw as attorney for Client.

Time will be billed in a minimum increment of one-tenth (.1) hour. The time charged will include the time Burke spends on telephone calls relating to Client's matter(s), including calls with Client, witnesses, opposing counsel, or court personnel. The legal personnel assigned to Client's matter(s) may confer among themselves about the matter(s), as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of Burke's legal personnel attends a meeting, court hearing, or other necessary proceeding, each will charge for the time spent for doing so. Burke will charge for waiting time in court and elsewhere and for travel time, both local and out of town, except as otherwise agreed to by Client and Burke.

7. COSTS AND OTHER CHARGES.

(a) Costs and Expenses. Burke will incur various costs and expenses in performing legal services under this Agreement. In addition to Burke's hourly fees, Client agrees to pay for all costs, disbursements, and expenses associated with our legal representation of Client. These costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke's cost.

In-office photocopying (per page):	$ .20
In-office color photocopying (per document):	$1.00
Facsimile charges (per document):	$1.00

(b) Experts, Consultants, and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. Client agrees to pay such fees and charges. Burke will select any expert witnesses, consultants, investigators, or support services to be hired only with the express consent of the Client, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

8. BILLING STATEMENTS. Burke will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of less than 30 days. If Client so requests, Burke will provide one within 10 days. The statements shall include the amount, rate, basis of calculation, or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Burke at any time. Burke may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Burke's advice on a material matter, or any fact or circumstance that would render Burke's continuing representation of Client unlawful or unethical. When Burke's services conclude, all unpaid charges will immediately become due and payable by Client. Additionally, Burke will, upon Client's request, deliver all Client files and property in Burke's possession, whether or not Client has paid for all services.

10. DOCUMENT RETENTION POLICY. Upon written request, Client is entitled to any files in Burke's possession relating to the legal services performed by Burke for Client, excluding Burke's internal accounting records and other documents not reasonably necessary to Client's representation, subject to Burke's right to make copies of any files withdrawn by Client. Once a matter is concluded, Burke will close the file, and Client will receive notice thereof. Client's physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving these materials from storage. Thus, it is recommended that Client request the return of a file at the conclusion of a matter. Under Burke's document retention policy, Burke normally destroys files five (5) years after a matter is closed, unless other arrangements are made with Client, or as otherwise required by law.

All Client-supplied materials and all attorney end product (referred to generally as "client material") are the property of Client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

After the close of a matter, Burke will notify Client of any client materials that remain in Burke's possession. Client will be invited to retrieve these materials within 45 days of notice, or Client may direct Burke to forward the materials to Client, at Client's expense.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain in Burke's possession.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement, and nothing in Burke's statements to Client, will be construed as a promise or guarantee regarding the outcome of the matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreements, statements, or promises made on or before the effective date of this Agreement, will be binding on the parties.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Burke on behalf of Client commencing with the date Burke first performed legal services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Burke the reasonable value of any services Burke may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTAND THE FOREGOING TERMS, AND AGREE TO THEM AS OF THE DATE BURKE FIRST PROVIDED LEGAL SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY-EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: May 13, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
SCOTT LEAMAN
Superintendent

DATED: May 11, 2020

BURKE, WILLIAMS & SORENSEN, LLP

By: _____
JOHN R. YEH

ATTACHMENT A

Rates for Attorneys and other timekeepers through June 30, 2021:

Shareholders:

John R. Yeh	$280 / hour
Associate Attorneys	$250 / hour

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline
Stipulated Expulsion
Student #19-20-E

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will take action under consent to approve Stipulated Expulsion of Student #19-20-E.

RECOMMENDATION:

The Administration recommends the Board of Trustees take action to approve the Stipulated Expulsion of Student #19-20-E.

wp/rk/factform

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Consider Approving Resolution No. 19/20.30 Authorizing the Elimination and/or Reduction of Certain Classified Employee Positions Due to Lack of Work/Lack of Funds.

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Gabe Simon, Ed.D. G5
Assistant Superintendent of Personnel Services

ENCLOSURES:
Resolution No. 19/20.30

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Supplemental Funds

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
Yes

BACKGROUND:

Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified employee positions due to lack of work/lack of funds by adopting Resolution No. 19/20.30. The positions being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA Chapter #741, Board Policy, and Education Code.

RECOMMENDATION:

Approve Resolution No. 19/20.30, Authorizing the Elimination or reduction of Certain Classified Employee Positions due to Lack of Work/Lack of Funds.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19/20.30

RESOLUTION FOR A REDUCTION/ELIMINATION IN CLASSIFIED STAFF DUE TO LACK OF WORK/LACK OF FUNDS

WHEREAS, Education Code §45117, District Policy and the collective bargaining agreement between the Western Placer Unified School District and the California School Employees Association (Chapter #741) permit the Governing Board to reduce the number of classified positions for lack of work or lack of funds;

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce or eliminate the following positions in the District not later than July 18, 2020 due to lack of work/lack of funds:

Eliminate (1) 2.4 hour Intervention Services Provider position (Creekside Oaks Elementary School) from 2.4 hours to 0 hours per day

Eliminate (1) 2.53 hour Intervention Services Provider position (Creekside Oaks Elementary School) from 2.53 hours to 0 hours per day

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on July 18, 2020, the above-referenced classified positions shall be reduced or eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Western Placer Unified School District on May 19, 2020 by the following vote:

AYES:

NOES:

ABSENT:

_____

President
Board of Trustees
Western Placer Unified School District

Attested:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Western Placer Unified School District, County of Placer, on the date shown above.

_____

Clerk
Board of Trustees
Western Placer Unified School District

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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SUBJECT:

May Revision – Update of 2020-21 Governor's Proposed State Budget

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent Business & Operations

ENCLOSURES:

Provided at Board Meeting

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 19, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

On May 14, 2020, Governor Newsom will be releasing his May Revision with his proposals for the 2020-21 State Budget. The May Revision is a statutory opportunity for the Governor to recast his proposals in light of the latest economic data. This year the May Revision will be significantly impacted by the effects of the COVID-19 pandemic on the U.S. and state economies and local school agency budgets and operations.

Staff will be reviewing the information and details of the Governor's May Revision and information from School Services of California presentation.

Staff will update the Board of Trustees on the latest 2019-20 State budget information and based on the Governor's May Revision the potential effect on the District for the 2020-21 Budget.

RECOMMENDATION:

This is an information and discussion item only. No action is required at this time.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Adoption of Revised/New Exhibits/Policies/Regulations

AGENDA ITEM AREA:
Action

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 19, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:
These new and/or revised exhibits/policies/regulations are now being presented for approval by the Board of Trustees.

- BP 4112.2 – Certification
- E 4112.9/4212.9/4312.9 – Employee Notifications
- BP 4113.5/4213.5/4313.5 – Working Remotely (New Policy)
- BP 6157 – Distance Learning (New Policy)

RECOMMENDATION:
Administration recommends the Board of Trustees approve the new and revised Exhibits, Policies, and Regulations as submitted.

wp/rk/factform

Western Placer Unified School District

Regular Meeting of the Board of Trustees

May 19, 2020

WPUSD District Office/City Hall Building–Go To Meeting

600 Sixth Street, Lincoln, CA 95648

AGENDA

2019-2020 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

All Open Session Agenda related documents are available to the public for viewing at the Western Placer Unified School District Office located at 600 Sixth Street, Fourth Floor in Lincoln, CA 95648.

1. **ANNOUNCEMENT:** EXECUTIVE ORDER N-29-30 TELECONFERENCE FLEXIBILITY

   1.1 This meeting is being held pursuant to the procedures established in Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. All board members may attend the meeting by teleconference. This meeting will be a telephone conference call only. The public may listen/participate via instruction listed prior to section 4 of the agenda (**4. Adjourn to Open Session/Pledge of Allegiance**)

2. **ANNOUNCEMENT:** Should this Board Meeting encounter any security breech or inappropriate issues, the meeting will be ended immediately.

5:00 P.M.

3. **CLOSED SESSION** – WPUSD District Office – Go To Meeting Conference call with Board Members not on site.

   3.1 CONFERENCE WITH LABOR NEGOTIATOR
   Bargaining groups: WPTA & CSEA Negotiations
   Agency Negotiators:
   ~Scott Leaman, Superintendent
   ~Kerry Callahan, Deputy Superintendent of Educational Services
   ~Gabe Simon, Assistant Superintendent of Personnel Services
   ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

   3.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

   3.3 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
   Student Discipline – Stipulated Expulsion Student #19-20-E

   3.4 PERSONNEL
   Public Employee Employment/Discipline/Dismissal/Release

POLICY GUIDE SHEET
March 2020

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

BP 4112.2 - Certification
(BP revised)

Policy updated to clarify the hiring hierarchy if the district is unable to hire a person who possesses a clear or preliminary credential, including one who is approved for a limited assignment option. Policy reflects Commission on Teacher Credentialing (CTC) Coded Correspondence stating that, if the district needs to hire a person who has been granted a credential waiver by CTC, that person must qualify for a "variable term waiver." Policy also expands section on "National Board for Professional Teaching Standards Certification" to add examples of incentives that may encourage teacher participation.

E 4112.9/4212.9/4312.9 - Employee Notifications
(E revised)

Exhibit updated to reflect **NEW LAWS** adding requirements to notify employees regarding the district's policy on lactation accommodation **(SB 142)** and the deadline to withdraw funds from a flexible spending account before the end of the plan year **(AB 1554)**. Exhibit also revises the policy reference for the March 15 reelection notice for certificated employees, now addressed in BP 4116, and adds the requirement to notify the superintendent at least 45 days before the expiration of the employment contract of any decision not to reemploy the superintendent, as specified in BP 2121.

CERTIFICATION

The Board of Trustees recognize that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal or district requirements for the position.

(cf. 4111 - Recruitment and Selection)
(cf. 4112.21 - Interns)
(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)
(cf. 4112.23 - Special Education Staff)
(cf. 4112.5/4312.5 – Criminal Record Check)
(cf. 4113 - Assignment)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 5148 - Child Care and Development)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

The Superintendent or designee may provide assistance and support to teachers holding preliminary credentials to help them meet the qualifications required for the clear credential.

(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher ~~for~~ **who is authorized in the subject or setting for** each assignment **or, when necessary, a fully prepared teacher serving on a local assignment option.** Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential

2. A candidate who is scheduled to complete preliminary credential requirements within six months and who ~~holds~~ **is granted** a provisional internship permit (PIP) or short-term staff permit issued by the CTC

   The Board shall approve, as an action item at ~~a public~~ **an open** Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. An individual who ~~holds an emergency permit issued or for whom~~ **has been granted** a credential waiver ~~has been granted~~ by the CTC

CERTIFICATION (continued)

Prior to requesting that the CTC issue an emergency permit ~~pursuant to item #3~~ above or a limited assignment permit ~~which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization~~, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled ~~public~~ **open** Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

~~The Board of Trustees encourages district teachers to voluntarily complete the requirements for the advanced certification awarded by the National Board for Professional Teaching Standards.~~

~~The Superintendent or designee shall inform all teachers about the program and how to acquire the necessary application and information materials. In accordance with the collective bargaining agreement and the district budget, the Superintendent or designee may provide release time, fee support, a stipend upon completion, or other support to teachers participating in the program contingent upon funding.~~

The Superintendent or designee ~~shall~~ may promote a career continuum that includes participation of district teachers in professional learning that supports their completion of advanced certification awarded by the National Board for Professional Teaching Standards (NBPTS). The Superintendent or designee may coordinate a cohort of teachers through school or district programs or other available networks.

CERTIFICATION (continued)

With Board approval and funding, and consistent with the collective bargaining agreement and applicable law, the Superintendent may provide an incentive program for teacher participation in NBPTS certification, which may include:

1. **Defraying, subsidizing, or reimbursing the registration, certification, or maintenance fees for NBPTS certification**

2. **Providing bonuses, step increases, or differential pay for teachers who maintain their certification and continue to teach in the district, with priority given to teachers at Title I schools and schools serving a majority of low-income students**

3. **Providing substitute teachers to provide release time for participating teachers**

4. **Providing stipends for teacher participation that match other professional development stipends**

5. **Compensating mentor teachers who support other teachers' professional learning aligned to NBPTS standards**

(cf. 4161.3 - Professional Leaves)

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction

2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived

3. Is teaching in the field of discipline of ~~his/her~~ **the teacher's** certification

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

Legal Reference: (see next page)

CERTIFICATION (continued)

Legal Reference:

EDUCATION CODE
8360-8370 Qualifications of child care personnel
32340-32341 Unlawful issuance of a credential
35186 Complaints regarding teacher vacancy or misassignment
44066 Limitations on certification requirements
44200-44399.1 Teacher credentialing, especially:
44250-44277 Credential types; minimum requirements
44300-44302 Emergency permits
44325-44329 District interns
44330-44355 Certificates and credentials
44420-44440 Revocation and suspension of credentials
44450-44468 University internship program
44830-44929 Employment of certificated persons; requirement of proficiency in basic skills
56060-56063 Substitute teachers in special education
CODE OF REGULATIONS, TITLE 5
80001-80674.6 Commission on Teacher Credentialing
UNITED STATES CODE, TITLE 20
6312 Title 1 local educational agency plans; notifications regarding teacher qualifications
CODE OF FEDERAL REGULATIONS, TITLE 34
200.61 Parent notification regarding teacher qualifications
COURT DECISIONS
Association of Mexican-American Educators et. al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
CL-667 Basic Skills Requirement
CL-856 Provisional Internship Permit
CL 858 Short-Term Staff Permit
Credential Information Guide
Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, August 23, 2016
Waiver Requests Guidebook, 2015
~~*13-01*~~ *Hiring Hierarchy in Education Code 44225.7, Coded Correspondence, January 30, 2013*
Subject Matter Authorization Guideline Book, 2012
Supplementary Authorization Guideline Book, 2012
California Standards for the Teaching Profession, 2009
The Administrator's Assignment Manual, rev. September 2007
NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS PUBLICATIONS
Considerations for Using Federal Funds to Support National Board Certification, 2018
WEB SITES
CSBA: http://www.csba.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov

Management Resources continued: (see next page)

CERTIFICATION (continued)

Management Resources: (continued)
WEB SITES (continued)
Commission on Teacher Credentialing, Commission's Information Guide (for employers' use only): http://www.ctc.ca.gov/credentials/cig
National Board for Professional Teaching Standards: http://www.nbpts.org
National Board Resource Center: nbcalistrong.net
U.S. Department of Education: http://www.ed.gov

EMPLOYEE NOTIFICATIONS

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950, 2 CCR 11023	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
To all employees, prior to implementing alternative schedule	Education Code 46162	AR 6112	Public hearing on alternate schedule
Annually to all employees	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually to all employees	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of disaster service workers
To all employees	Government Code 8355; 41 USC 8102 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military Service performed prior to Public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees, or more frequently if there is new information	Health and Safety Code 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To all employees, with each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	**Labor Code 1034**	**BP 4033**	**The district's policy on lactation accommodation**
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	**Labor Code 2810.7**	**None**	**Deadline to withdraw funds from account before the end of the plan year**

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
I. To All Employees (continued)			
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees and job applicants	2 CCR 11023; 34, CFR 104.8, 106.9	BP 0410 BP 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11096; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to Provide 30 days' notice of need for leave when possible
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; ~~any~~ inspections, response actions, ~~or~~ post-response actions planned or in progress
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional Certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To certificated employees upon employment, and to nonpermanent employees in July of each school year	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
~~To probationary employees in district with ADA of 250 or more by March 15 of employee's second consecutive year of employment~~ **By March 15 of employee's second year of employment, in districts that grant permanent status after two years**	Education Code 44929.21	~~AR 4117.6~~ **BP 4116**	Whether or not employee is reelected for next school year

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
When certificated employee is subject to disciplinary action for cause at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employees 30 days prior to dismissal, during school year, but not later than March 15 for second-year probationary employees	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
III. To Classified Employees			
To classified employee charged with mandatory leave of absence offense, in merit system district	Education Code 44940.5	AR 4218	Notice of intent to dismiss in 30 days
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, ~~procedures, and employee rights~~ **right to hearing, timeline for requesting hearing**
To classified employees, at least 60 days prior to layoff, or by April 29 if specially funded program is expires at end of school	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. To Administrative Supervisory Personnel			
To **superintendent,** deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	**BP 2121** BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.21	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contract information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To employees returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4261.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	BP 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204~~,~~ ~~5193~~	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequence of failure to meet obligations

POLICY GUIDE SHEET
April 2020
Page 1 of 1

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

BP 4113.5/4213.5/4313.5 - Working Remotely
(BP added)

New policy addresses issues applicable to employees who work from home or another remote location, whether due to a school closure resulting from a widespread illness, natural disaster, or other emergency condition or upon the request of an individual employee. Policy clarifies that there is no entitlement to work remotely and that employees who are granted the ability to work remotely are subject to the same compensation, benefits, or other terms and conditions of employment appropriate for the position. Policy also addresses work hours, work environment, use of district equipment, reimbursement of expenses, safeguarding of district records, evaluation of job performance, and discontinuance of the remote work arrangement at the district's discretion.

BP 6157 - Distance Learning
(BP added)

New policy addresses the provision of distance learning opportunities to students, whether to all students due to a school closure or to individual students or classes as an alternative instructional method for academic purposes. Policy presents examples of the types of distance learning opportunities that may be offered, based on the California Department of Education's COVID-19 Guidance for K-12 Schools. Policy also addresses teacher training and support, availability to all students, use of district equipment, communications with students and parents/guardians, and grading criteria. Policy includes additional considerations in the event of a school closure, such as prioritization of content as well as maintenance of continuity, routine, and regular connections with students.

The ~~Governing~~ Board **of Trustees** recognizes that working remotely at home or at another alternative location may be necessary at times when widespread illness, natural disaster, or other emergency condition makes the school or worksite unsafe or otherwise interrupts the district's ability to effectively conduct operations at the school or worksite. A full-time, part-time, or short-term remote work arrangement may also be granted by the Superintendent or designee to an individual employee, upon request, provided that the position is suitable for remote work, the employee has consistently demonstrated the ability to work independently and meet performance expectations, and the work arrangement does not hinder district operations.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.5 - Emergency Schedules)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4113 - Assignment)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 6157 - Distance Learning)

The opportunity to work remotely shall be entirely at the district's discretion, and no grievance or appeal right may arise from district denial of any employee request for remote work.

Employees approved for remote work shall comply with all district policies, administrative regulations, work schedules, and job assignments. Except when specifically agreed, approval of remote work shall not change the compensation, benefits, or other terms and conditions of employment of an employee.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4151/4251/4351 - Employee Compensation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

Unless otherwise approved in advance by the Superintendent or designee, employees working remotely shall do so within regular work hours established for the position. Employees are entitled and expected to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work. Employees shall notify their supervisor when unable to perform work assignments due to illness, equipment failure, or other unforeseen circumstances.

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

Employees working remotely are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Such employees shall report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible in accordance with Board policy.

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)

NEW POLICY

WORKING REMOTELY (continued)

The district shall provide to employees who work remotely all supplies, materials, apparatus, and equipment reasonably necessary to perform their jobs, including, as necessary, a technology device and Internet access. Employees shall use caution in accessing the Internet from public locations and in accessing information from networks outside of the district in order to safeguard confidential information. Employees shall be responsible for maintaining and protecting equipment on loan from the district and shall adhere to the district's Acceptable Use Agreement. The employee's personally owned equipment may only be used for district business when approved by the Superintendent or designee.

(cf. 4040 - Employee Use of Technology)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

Work done at a remote work location is considered official public business. District records and communications shall be retained and safeguarded against damage or loss, and shall be kept confidential or made accessible to the public in accordance with law.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5125 - Student Records)

Any employee working remotely shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee may result in discipline and/or termination of remote work responsibilities. Employees shall be required to attend virtual or in-person meetings when directed by their supervisor.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Employee productivity shall be evaluated on the basis of time spent on tasks and projects, task completion, and quality of job performance in the same manner as all employees in the same position at the assigned school or office.

(cf. 4115 - Evaluation/Supervision)
(cf. 4215 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)

Remote work arrangements may be discontinued at any time at the discretion of the Superintendent or designee.

Legal Reference: (see next page)

NEW POLICY

WORKING REMOTELY (continued)

Legal Reference:

GOVERNMENT CODE
6250-6270 California Public Records Act
12900-12996 Fair Employment and Housing Act
LABOR CODE
226.7 Mandated meal, rest, or recovery periods
6400 Safe and healthful employment and place of employment
6401 Unsafe workplace
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

Management Resources:

WEB SITES
California Department of Industrial Relations: http://www.dir.ca.gov

NEW POLICY

DISTANCE LEARNING

The ~~Governing~~ Board **of Trustees** recognizes that distance learning can be a viable alternative instructional strategy that supports student achievement of academic goals. Distance learning opportunities may be offered to students participating in independent study, credit recovery courses, enrichment courses, or other courses identified by the Superintendent or designee, or in the event that a school site is physically closed due to widespread illness, natural disaster, or other emergency.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.5 - Emergency Schedules)
(cf. 4113.5/4213.5/4313.5 - Working Remotely)
(cf. 6158 - Independent Study)

The district may offer distance learning through a variety of delivery methods as appropriate for the grade level and subject matter. Distance learning opportunities may include video, audio, and/or written instruction in which the primary mode of communication between the student and teacher is online interaction, instructional television, live or prerecorded video, telecourses, and other instruction that relies on computer or communications technology. They may also include the use of print materials with written or oral feedback.

The Superintendent or designee shall review and select distance learning courses, which may include those taught by district staff or others, that are of high academic quality and are aligned with district standards and curricula. As appropriate, courses may be self-directed to allow students to complete assignments at their own pace and/or may involve real-time interaction among the teacher and students.

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6143 - Courses of Study)

The Superintendent or designee shall, in collaboration with teachers, plan for schoolwide or long-term distance learning in the event of a school closure. In developing the plan, the Superintendent or designee shall analyze the course sequence, prioritize content and standards to be completed, and recommend the grading criteria. In such circumstances, students' social-emotional wellness shall be taken into account, and schedules and learning experiences shall be designed to build continuity, routine, and regular connections with students.

(cf. 5141.5 - Mental Health)

As needed, the Superintendent or designee shall provide teachers with training and ongoing support, including technological support and guidance, to effectively implement distance learning. The district shall also provide opportunities for teachers to communicate and collaborate with each other to exchange information on effective practices.

(cf. 4131 - Staff Development)

NEW POLICY

DISTANCE LEARNING (continued)

Staff shall comply with all copyright regulations in developing materials to be used in distance education courses.

(cf. 6162.6 - Use of Copyrighted Materials)

The district shall take steps to ensure that distance learning opportunities are available to all students, including economically disadvantaged students, students with disabilities, and English learners. Teachers may use multiple methods of providing instruction to meet student needs. All online programming and Internet content shall meet accessibility standards for students with disabilities, including compatibility with commonly used assistive technologies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 6159 - Individualized Education Program)
(cf. 6174 - Education for English Learners)

The Superintendent or designee shall assess students' access to technological devices and the Internet and, consistent with the district's budget and technology plan, may loan devices to students to use at home and/or assist families in identifying free service providers. Students are expected to use district technology responsibly in accordance with the district's Acceptable Use Agreement. To the extent possible, the district shall make technical and academic support available to students.

(cf. 0440 - District Technology Plan)
(cf. 3311.4 - Procurement of Technological Equipment)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 6163.4 - Student Use of Technology)

Teachers shall provide regular communications to students and parents/guardians about expectations, assignments, and available resources to assist the student in successful completion of distance learning coursework.

(cf. 6020 - Parent Involvement)

Grading of distance learning assignments and assessments of end-of-course knowledge and understanding of the subject matter shall be consistent with district policy on grading for equivalent courses.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6146.3 - Reciprocity of Academic Credit)
(cf. 6146.11 - Alternative Credits Toward Graduation)

Legal Reference: (see next page)

DISTANCE LEARNING (continued)

Legal Reference:

EDUCATION CODE
35182.5 Contracts for electronic products or services; prohibitions
51210-51212 Course of study for grades 1-6
51220-51229 Course of study for grades 7-12
51740-51741 Authority to provide instruction by correspondence
51745-51749.3 Independent study
51865 California distance learning policy
PUBLIC CONTRACT CODE
20118.2 Contracting by school districts; technological equipment
UNITED STATES CODE, TITLE 20
7131 Internet safety
UNITED STATES CODE, TITLE 47
254 Universal service discounts (E-rate); Internet safety

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
COVID-19 Guidance for K-12 Schools
WORLD WIDE WEB CONSORTIUM PUBLICATIONS
Web Content Accessibility Guidelines
WEB SITES
California Department of Education: http://www.cde.ca.gov
World Wide Web Consortium, Web Accessibility Initiative: http://www.w3.org/wai

NEW POLICY