

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

Damian Armitage – President

Paul Long – Vice President

Kris Wyatt – Clerk

Brian Haley – Member

Paul Carras – 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

School	CALPADS	4/4/2019	5/10/2019
Sheridan Elementary (K-5)	56	56	56
First Street Elementary (K-5)	439	439	441
Carlin C. Coppin Elementary (K-5)	444	452	448
Creekside Oaks Elementary (K-5)	589	620	626
Twelve Bridges Elementary (K-5)	644	647	647
Foskett Ranch Elementary (K-5)	412	422	422
Lincoln Crossing Elementary (K-5)	666	671	671
Glen Edwards Middle School (6-8)	869	869	866
Twelve Bridges Middle School (6-8)	796	803	806
Lincoln High School (9-12)	2,004	1,999	1,988
Phoenix High School (10-12)	100	82	81
SDC Program (18-22)	14	10	9
TOTAL	7033	7,070	7,061

SDC Pre-School

Carlin C. Coppin	0
Foskett Ranch	31
First Street/LIP	15

Parent Education

Continuing Educ. Classes	16
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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

August 6, 2019

WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

AGENDA

2018-2019 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.

6:30 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 3rd Floor Conference Room
2. **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 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.

6:35 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 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. CPF-15-514477
 - 3.3 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
 - a. Employee Employment/Discipline/Dismissal/Release Employee #CE19/20.1
Roll call vote:

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 3rd Floor Conference Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

Regular Meeting of the Board of Trustees

August 6, 2019

Agenda

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. CPF-15-514477

4.3 **Page 12 - PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

a. Employee Employment/Discipline/Dismissal/Release Employee #CE19/20.1
Roll call vote

5. **Page 14 - SPECIAL ORDER OF BUSINESS**

a. WPUSD Summer Series

6. **Page 16-228 - 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.

- 6.1 Certificated Personnel Report
- 6.2 Classified Personnel Report
- 6.3 Approval of Request Unpaid Leave of Absence
- 6.4 Approval of Minutes for: June 4 & 18, 2019
- 6.5 Approval of Minutes for: July 2 & 23, 2019
- 6.6 Approval of Warrants
- 6.7 Approval of Donation to Special Education Department
- 6.8 Ratification of Contract with Sierra College
- 6.9 Ratification of Contract with Cyber High
- 6.10 Ratification of Contract with I-Lead
- 6.11 Ratification of Agreement with Western Governors University and Western Placer Unified School District
- 6.12 Ratification of MOU between Placer County Office of Education and Western Placer Unified School District
- 6.13 Ratification of MOU between Western Placer Teacher's Association and Western Placer Unified School District
- 6.14 Ratification of Agreement between Lozano Smith and Western Placer Unified School District
- 6.15 Approval of Agreement with Total Compensation System, Inc. and WPUSD
- 6.16 Approval of Proposal #3174803 for Advantage Services with Siemens Industry and WPUSD

Regular Meeting of the Board of Trustees

August 6, 2019

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- 6.17 Approval of Proposal #3891979 for Advantage Services with Siemens Industry and WPUSD
- 6.18 Ratification of Contract with Explorit Science Center and WPUSD/Glen Edwards Middle School
- 6.19 Ratification of Agreement with PCOE and Western Placer Unified School District Child and Adult Care Food Program
- 6.20 Ratification of Contract with STOPit Solutions and WPUSD
- 6.21 Disposal of Surplus Items – Carlin C Coppin
- 6.22 Disposal of Surplus Items – Lincoln High School
- 6.23 Ratification of Agreement with Scholastic Book Fairs and WPUSD/Creekside Oaks Elementary School
- 6.24 Ratification of Contract with Balfour and Foskett Ranch Elementary School
- 6.25 Ratification of Contract with Carin Contreras and Western Placer Unified School District/First Street School
- 6.26 Ratification of Contract with Horizon Charter Schools and Western Placer Unified School District
- 6.27 Ratification of Contract with World's Finest Chocolate and Western Placer Unified School District-Glen Edwards Middle School

Roll call vote:

7. 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.

8. REPORTS & COMMUNICATION

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

9. ♦ 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.

9.1 Action *Page 230 – APPROVE RESOLUTION NO. 19/20.2 ANNUAL ADJUSTMENT OF COMMUNITY FACILITIES DISTRICT MELLO-ROOS RATES CFD #1 AND CFD #2 – Adell (19-20 G & O Component I, II, III, IV, V)*
Roll call vote:

9.2 Discussion/
Action *Page 233 – ADOPT DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS – Simon (19-20 G & O Component I, II, III, IV, V)*

Regular Meeting of the Board of Trustees

August 6, 2019

Agenda

- 9.3 Discussion/ **Page 237 – APPROVE RESOLUTION NO. 19/20.3 REGARDING ENGLISH LEARNER AUTHORIZATION – Simon** (19-20 G & O Component I, II, III, IV, V)
Action • Grades 9-12 Lincoln High School
Roll call vote:
- 9.4 Discussion/ **Page 239 – APPROVE RESOLUTION NO. 19/20.4, REGARDING ENGLISH LEARNER AUTHORIZATION – Simon** (19-20 G & O Component I, II, III, IV, V)
Action • Grades K-5 Carlin C Coppin
Roll call vote:
- 9.5 Discussion/ **Page 241 – APPROVE RESOLUTION NO. 19/20.5, 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)
Action Roll call vote:
- 9.6 Information/ **Page 244 – 2018-2019 ADMINISTRATIVE TASK FINAL REPORT**
Discussion – Leaman (19-20 G & O Component I, II, III, IV, V)
- 9.7 Action **Page 246 – 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/AR 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction

10. BOARD OF TRUSTEES

10.1 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

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **August 20, 2019 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

Regular Meeting of the Board of Trustees
August 6, 2019
Agenda

12. 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.

**DISCLOSURE
OF ACTION
TAKEN IN
CLOSED
SESSION,
IF ANY**

Western Placer Unified School District

CLOSED SESSION AGENDA

Place: District Office/City Hall Bldg. – Overlook Room (Fourth Floor)

Date: Tuesday, August 6, 2019

Time: 6:35 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:

August 6, 2019

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.

**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	
<ol style="list-style-type: none">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 students2. 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:
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:
August 6, 2019

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.

**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:

Public Employee Discipline/Dismissal/Release

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Gabe Simon, Ed.D. *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

Yes (Closed Session)

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Employee # CE 19/20.1 Discipline/Dismissal/Release

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Employee # CE 19/20.1 Discipline/Dismissal/Release.

SPECIAL ORDER OF BUSINESS

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:

WPUSD Summer Series

AGENDA ITEM AREA:

Special Order of Business

REQUESTED BY:

Kerry Callahan



ENCLOSURES:

No

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Supplemental

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

As part of our Local Control Accountability Plan (LCAP), the District has allocated resources for the past two years to provide opportunities for students, specifically at-risk students, to participate in WPUSD's "Summer Series" - summer enrichment activities to support academic and soft skill development. Students have the opportunity to participate in a wide variety of activities, from cake decorating to robotics.

Dan Alcorn, a teacher at Phoenix High School, is our Summer Series coordinator and will briefly describe the program and highlight some of the offerings. In addition, a few WPUSD students will speak about their experiences in summer internships offered as a result of the Summer Series.

RECOMMENDATION:

Administration recommends the Board receive the information presented about the Summer Series.

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

SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon

GS

Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

Yes

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**

August 6, 2019

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. Name: Savannah Buchman
 Position: 3/4 Combo (Temp)
 FTE: 1.0
 Effective: August 9, 2019
 Site: Carlin C. Coppin Elementary School

2. Name: Deborah Butler
 Position: SDC (Prob 1)
 FTE: 1.0
 Effective: August 9, 2019
 Site: Glen Edwards Middle School

3. Name: Bailey Coben
 Position: RSP (Prob 1)
 FTE: 1.0
 Effective: August 9, 2019
 Site: Lincoln High School

4. Name: Michael Elston
 Position: SDC (Intern)
 FTE: 1.0
 Effective: August 9, 2019
 Site: Twelve Bridges Middle School

5. Name: Teija Gregory
 Position: RSP (Prob 1)
 FTE: 1.0
 Effective: August 9, 2019
 Site: Foskett Ranch Elementary School

6. Name: Kenneth Higginson
 Position: Science (Temp)
 FTE: 0.8
 Effective: August 9, 2019
 Site: Twelve Bridges Middle School

7. Name: Marc Hopkinson
 Position: Math (Temp)
 FTE: 1.0
 Effective: August 9, 2019
 Site: Lincoln High School

8. Name: Thomas Kelly
Position: RSP (Prob 1)
FTE: 1.0
Effective: August 9, 2019
Site: Glen Edwards Middle School
9. Name: Maria Larsen
Position: Transitional Kindergarten (Temp)
FTE: 1.0
Effective: August 9, 2019
Site: Lincoln Crossing Elementary School
10. Name: Irina Pchelnikova
Position: Chemistry/Physics (Prob 1)
FTE: 1.0
Effective: August 9, 2019
Site: Lincoln High School
11. Name: Sarah Price
Position: 2nd Grade (Temp)
FTE: 1.0
Effective: August 9, 2019
Site: Foscett Ranch Elementary School
12. Name: Krystal Ricci
Position: 5th Grade (Prob 1)
FTE: 1.0
Effective: August 9, 2019
Site: Foscett Ranch Elementary School
13. Name: Steven Roman, Jr.
Position: Social Science (Prob 1)
FTE: 1.0
Effective: August 9, 2019
Site: Lincoln High School
14. Name: Karen Stanley
Position: Transitional Kindergarten/TK SDC (Intern)
FTE: 1.0
Effective: August 9, 2019
Site: Foscett Ranch Elementary School
15. Name: Ryan Taylor
Position: SDC (Prob 1)
FTE: 1.0
Effective: August 9, 2019
Site: Twelve Bridges Elementary School

16. Name: Kelly Ward
Position: English (Prob 1)
FTE: 1.0
Effective: August 9, 2019
Site: Lincoln High School
17. Name: Krista Worthington
Position: Transitional Kindergarten (Temp)
FTE: 1.0
Effective: August 9, 2019
Site: Twelve Bridges Elementary School
18. Name: Mikaela Zimmerman
Position: Counselor (Temp)
FTE: 1.0
Effective: August 9, 2019
Site: Phoenix High School

RESIGNATIONS:

1. Name: Malwinder Gill
Position: Resource Specialist
FTE: 1.0
Effective: June 30, 2019
Site: Twelve Bridges Elementary
2. Name: David Hicks
Position: Math Teacher
FTE: 1.0
Effective: July 30, 2019
Site: Lincoln High School

RETIREMENTS: 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.

DISTRICT GLOBAL GOALS

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

SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

Yes

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**

August 6, 2019

CLASSIFIED/MANAGEMENT

NEW HIRES:

- | | | |
|-----------|-----------------------------------|---------------------------------------|
| 1. Name: | Kevin Sigrist | Effective: 7/22/19 |
| Position: | Technology Support Technician I | Site: District |
| Salary: | CSEA, Range 33, Step A | Replacement |
| FTE: | 8 hours/5 days a week | |
| Days: | 12 months/Year | |
| 2. Name: | Sylvia Ochoa Corona | Effective: 7/29/19 |
| Position: | District Office Clerk | Site: District |
| Salary: | CSEA, Range 20, Step D | Replacement |
| FTE: | 4 hours/5 days a week | |
| Days: | 12 months/Year | |
| 3. Name: | Michael Long | Effective: 7/15/19 |
| Position: | Custodian/Groundsman | Site: Pre-School, Trans, Annex, PHS |
| Salary: | CSEA, Range 22, Step A | Replacement |
| FTE: | 6 hours/5 days a week | |
| Days: | 12 months/Year | |
| 4. Name: | Christiane Gillespie | Effective: 7/8/19 |
| Position: | Educational Services Admin. Asst. | Site: District |
| Salary: | Confidential, Step 4 | Replacement |
| FTE: | 8 hours/5 days a week | |
| Days: | 12 months/Year | |
| 5. Name: | Brandon Campbell | Effective: 7/15/19 |
| Position: | Maintenance Custodian | Site: Lincoln High School Farm |
| Salary: | CSEA, Range 24, Step A | Replacement |
| FTE: | 2 hours/5 days a week | |
| Days: | 12 months/Year | |
| 6. Name: | Jamie Hobbs | Effective: 8/15/19 |
| Position: | Paraprofessional Phys. Hlth. Care | Site: Twelve Bridges Middle School |
| Salary: | CSEA, Range 17, Step B | Replacement |
| FTE: | 5.66 hours/5 days a week | |
| Days: | 10 months/Year | |
| 7. Name: | Carole Leavell | Effective: 8/15/19 |
| Position: | Campus/Cafeteria Supervisor | Site: Foskett Ranch Elementary School |
| Salary: | CSEA, Range 13, Step A | Replacement |
| FTE: | 1.5 hours/5 days a week | |
| Days: | 10 months/Year | |

REHIRE: None

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

August 6, 2019

CLASSIFIED/MANAGEMENT CONTINUED:

TRANSFER/PROMOTION:

- | | | |
|-----------|--|--|
| 1. Name: | Shannon Vestesen | Effective: 7/1/19 |
| Position: | Campus/Cafeteria Supervisor | Site: Twelve Bridges Middle School |
| FTE: | 2 hours/5 days a week | Replacement |
| Days: | 10 months/Year | |
| 2. Name: | Leslie Whitaker-Moss | Effective: 8/1/19 |
| Position: | Food Service Assistant | Site: Lincoln High School |
| FTE: | 2.25 hours/5 days a week | Replacement |
| Days: | 10 months/Year | |
| 3. Name: | Jenni Torgersen | Effective: 7/1/19 |
| Position: | Paraprofessional Phys. Hlth Care | Site: Foskett Ranch Elementary School |
| FTE: | 5.66 hours/5 days a week | Replacement |
| Days: | 10 months/Year | |
| 4. Name: | Lyudmila Nazarov | Effective: 7/1/19 |
| Position: | Food Service Assistant | Site: First Street Elementary School |
| FTE: | 3.5 hours/5 days a week | Replacement |
| Days: | 10 months/Year | |
| 5. Name: | Catharine Meijer | Effective: 7/1/19 |
| Position: | Instructional Aide | Site: Creekside Oaks Elementary School |
| FTE: | 2 hours/5 days a week | Replacement |
| Days: | 10 months/Year | |
| 6. Name: | Leonardo Mariscal | Effective: 8/1/19 |
| Position: | Lead Custodian | Site: Lincoln High School |
| FTE: | 8 hours/5 days a week | Replacement |
| Days: | 12 months/Year | |
| 7. Name: | Kim Kellar | Effective: 7/1/19 |
| Position: | Paraprofessional Phys. Hlth Care | Site: First Street Elementary School |
| FTE: | 7 hours/4 days a week | Replacement |
| Days: | 10 months/Year | |
| 8. Name: | Colleen Hill | Effective: 7/1/19 |
| Position: | Campus/Cafeteria Supervisor | Site: Twelve Bridges Elementary School |
| FTE: | 1.5 hours/5 days a week | Replacement |
| Days: | 10 months/Year | |
| 9. Name: | Maria Gonzalez | Effective: 7/1/19 |
| Position: | Admin. Assistant to the Superintendent | Site: District Office |
| FTE: | 8 hours/5 days a week | Replacement |
| Days: | 12 months/Year | |
| 10. Name: | Mary Tribur | Effective: 7/1/19 |
| Position: | Paraprofessional Phys. Hlth Care | Site: Foskett Ranch Elementary School |
| FTE: | 5.66 hours/5 days a week | Replacement |
| Days: | 10 months/Year | |
| 11. Name: | Sandra House | Effective: 8/1/19 |
| Position: | Technology Data Specialist | Site: District |
| FTE: | 8 hours/5 days a week | Replacement |
| Days: | 12 months/Year | |

ADDITIONAL POSITION:

- | | | |
|-----------|-------------------------|---------------------------------------|
| 1. Name: | Michelle Callahan | Effective: 7/1/19 |
| Position: | School Clerk II | Site: Foskett Ranch Elementary School |
| FTE: | 2.5 hours/5 days a week | Replacement |
| Days: | 10 months/Year | |

RECLASSIFICATION:

- | | | |
|-----------|---|-------------------|
| 1. Name: | Leann Avilla | Effective: 7/1/19 |
| Position: | Food Service Assistant to Food Service Warehouse Worker | |

RESIGNATIONS:

- | | | |
|-----------|-----------------------------|--|
| 1. Name: | Jenni Torgersen | Effective: 6/30/19 |
| Position: | Health Clerk | Site: Twelve Bridges Middle School |
| 2. Name: | Catharine Meijer | Effective: 6/30/19 |
| Position: | Instructional Aide | Site: Foskett Ranch Elementary School |
| 3. Name: | Michelle Callahan | Effective: 6/30/19 |
| Position: | Campus/Cafeteria Supervisor | Site: Lincoln Crossing Elementary School |
| 4. Name: | Sarah Bartlett | Effective: 6/30/19 |
| Position: | Campus/Cafeteria Supervisor | Site: Lincoln Crossing Elementary School |
| 5. Name: | Lela Jacinto | Effective: 6/30/19 |
| Position: | Campus/Cafeteria Supervisor | Site: Twelve Bridges Elementary School |
| 6. Name: | Aaron Dirks | Effective: 7/5/19 |
| Position: | Technology Data Specialist | Site: District |
| 7. Name: | Patricia Tofft | Effective: 7/29/19 |
| Position: | Instructional Aide | Site: Carlin C. Coppin Elementary School |

RETIREMENTS: 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.

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 Request Unpaid
Leave of Absence

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabriel Simon *GS*
Assist. Superintendent, Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

Yes

BACKGROUND:

The Board of Trustees will take action to approve the request for an unpaid leave of absence.

RECOMMENDATION:

Administration recommends ratification of the request for an unpaid leave of absence.

REQUEST FOR UNPAID LEAVE OF ABSENCE:

1. Name: Susan Nelson
 Position: Elementary Science
 FTE: 1.0
 Effective: October 17, 2019 through November 22, 2019
 Site: Creskide Oaks Elementary

**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 Minutes:

- June 4 & 18, 2019 Regular Board of Trustee Meeting

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will consider adoption of the following minutes:

- June 4 & 18, 2019 Regular Board of Trustee Meeting

RECOMMENDATION:

Administration recommends the Board of Trustees take action to approve minutes.

Western Placer Unified School District

Regular Meeting of the Board of Trustees

June 4, 2019

WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

2018-2019 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.

Board Members Present:

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

Others Present:

Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Mike Adell, Director of Facilities
Chuck Whitecotton, Principal
Rosemary Knutson, Secretary to the Superintendent
Lindsey Ridgway, Student Advisory
Matthew Nobert, Lincoln News Messenger

6:00 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 3rd Floor Conference Room
2. **COMMUNICATION FROM THE PUBLIC**
No communication from the public

6:05 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 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

June 4, 2019

Minutes

- 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION -**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF
15-514477
- 3.3 **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
New High School Property APN: 329-020-041, APN: 329-020-043, APN 329-
020-019
- 3.4 **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - a. Student Discipline – Stipulated Expulsion Student #18-19-L
 - b. Student Discipline – Stipulated Expulsion Student #18-19-M
- 3.5 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release -
Roll call vote:

7:00 P.M.

- 4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE –** District Office/City
Hall Blvd., - 3rd Floor Conference Room
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
No action taken
 - 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. CPF-
15-514477

No action taken
 - 4.3 **Page 12 - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
New High School Property APN: 329-020-041, APN: 329-020-043, APN 329-
020-019

No action taken
 - 4.4 **Page 13-14-STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - a. Student Discipline – Stipulated Expulsion Student #18-19-L
No action taken

- b. Student Discipline – Stipulated Expulsion Student #18-19-M

No action taken

4.5 Page 15 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

No action taken

Roll call vote:

5. Page 17-166 - CONSENT AGENDA

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Minutes for: May 7 & 21, 2019
- 5.4 Approval of Warrants
- 5.5 Ratification of Contract with Linmoore Fencing and WPUSD – Lincoln High School
- 5.6 Approve Update of Application and Agreement for Use of Facilities for the 2019-20 Year
- 5.7 Ratification of Contract with Obediah Thomas and Foskett Ranch Elementary School
- 5.8 Ratification of Agreement for Special Inspection and Construction Materials Testing Services with Wallace Kuhl & Associates for the Glen Edwards Middle School Additions and Modernization Project Phase II
- 5.9 Ratification of Amendment No. 2 to Owner/Architect Agreement with HMC Architects for the Twelve Bridges High School Project
- 5.10 Approve Resolution No. 18/19.33, Authorizing the Supply and Installation of Access Control System at Glen Edwards Middle School from Ojo Technology, Under a Piggyback Contract Pursuant to Public Contracts Code Section 20118
- 5.11 Ratification of Contract with Phantom Fireworks and WPUSD – Lincoln High School
- 5.12 Disposal of Surplus Items
- 5.13 Ratification of Agreement for Asbestos Removal Air Monitoring and Clearance Services with ESS Environmental for the Glen Edwards Middle School Additions and Modernization Project
- 5.14 Ratification of Agreement for Fill Materials Assessment with Blackburn Consulting for the Twelve Bridges High School Project
- 5.15 Student Discipline – Stipulated Expulsion Student #18-19-L
- 5.16 Student Discipline – Stipulated Expulsion Student #18-19-M
- 5.17 Approval of 2019-2020 Contract with Wellness Together, Inc.
- 5.18 Approval of 2019-2020 Contract with Document Tracking Services
- 5.19 Ratification of Memorandum of Understanding between Placer County Office of Education and WPUSD
- 5.20 Ratification of Agreements between Cooperative Organization for the Development of Employee Selection Procedures and the WPUSD
- 5.21 Ratification of Agreement between Dannis Woliver Kelley and the WPUSD
- 5.22 Ratification of Contract with TNT Fireworks and Lincoln High School
- 5.23 CARS/Consolidated Application (Spring Release)

Motion Mr. Carras, seconded by Mr. Haley and passed by a 5-0 (*Ayes: Haley, Long, Wyatt, Carras, Armitage No: None*) roll call vote to approve consent agenda as presented.

6. PUBLIC HEARING

6.1 Page 168 - Public Hearing on 2019-2020 Western Placer Unified School District LCAP

Pursuant to Education Code (EC) 52062(b)(1), Western Placer Unified School District will hold a public hearing to solicit the recommendations and comments of members of the public regarding the specifications and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP)

Kerry Callahan presented the LCAP for public hearing. The LCAP is a plan that provides the oversight for how the local controlled funding formula is granted to a school district. In the LCAP you are required to show how you are spending supplemental funds, which is money provided for unduplicated pupils, who include Low Income, English Learners, and Foster Youth and being able to provide enhanced support for students at risk. This also includes goals for the district, which include six of them, and each year we report how we achieve or do not achieve them. This is a plan that guides everything we do as a district. The public hearing was open 7:10 p.m. for comment. There being no comments, the public hearing was closed.

6.2 Page 368 - Public Hearing on 2019-20 Western Placer Unified School District Proposed Budget

Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall hold a public hearing on the budget to be adopted for the subsequent fiscal year. At this hearing, the Board will take testimony from the public.

Audrey Kilpatrick presented the public hearing on the 2019-20 proposed budget. She reported the public hearing is to provide information about the 2019-20 proposed budget. We also have it available at the district office for the public to review. The Public Hearing was open at 7:11 p.m. for comment. There being no comments, the public hearing was closed.

7. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

8. REPORTS & COMMUNICATION

➤ Lincoln High School Student Advisory, Lindsey Ridgway shared the following:

- Introduced Maddie Ridgway, new student representative for next year
- May play day went really well
- Sold 780 year books this year
- Thanked the board for being so welcoming this year
- Has three days left of school

June 4, 2019

Minutes

- Western Placer Teacher's Association, Tim Allen thanked the board for all their work this year, really appreciated and so does WPTA. Proud of the great work in article 9 of the contract, regarding class size, also the salary part. The goal was to get the salary more competitive with the neighboring districts. He thanked administration for their help.
- Western Placer Classified Employee Association, Gus Nevarez was not present
- Superintendent, Scott Leaman shared the following:
 - This is a busy time of year
 - Talked about enrollment increasing a little this year, and feels this is due to the marketing we're doing
 - Rocklin Charter withdrew their petition
 - This week is great with promotions and graduations going on
 - Sober grad is great, and plan on being there
 - Facilities is moving along
 - Welcomed Maria Gonzales to her new position as Assistant to the Superintendent
 - Shared with Lindsay, student representative that we will miss her
 - He welcomed Maddie Ridgway as the new student representative for next year, and he asked her to share a little about herself, and he is looking forward to working with her
 - There will be a special board meeting July 2nd at the district office
 - Scheduling a special board meeting July 23rd for formal results on the basketball investigation, still to be determined

9. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION

9.1 Information **Page 371 – 2019-20 BUDGET ASSUMPTIONS AND PROPOSED BUDGET FOR GENERAL FUND AND OTHER FUNDS - Kilpatrick (18-19 G & O Component I, II, III, IV, V)**

• District staff has prepared the 2019-20 Proposed Budget documents for Board adoption at the June 18, 2019, Board of Trustees meeting. The most recent State's May Revision Budget proposals are reflected in our 2019-20 budget assumptions. Enclosed are the 2019-20 Budget Assumptions and Proposed Budget for the General Fund and Other Funds for Board review and input.

Audrey Kilpatrick presented the proposed budget for the 2019/20. She reviewed the following budget assumptions.

- Revenues
- Expenditures
- Local control Funding Formula
- Other State Programs
- CalSTRS and CalPERS Employer contributions
- Fund Balance Reserves
- 2019-20 Proposed Budget for the General Fund and Other Funds

Other information she shared was projecting a 1% increase in enrollment, which is an average in the past 7 years. Projecting to have 3.0 FTE of Certificated positions for next year. Wetland funds will be transferred back

in by end of next year. Looking at cafeteria sales to see how to increase sales. Working with cafeteria director closely and watching sales and expenditures in that area. Has a reserve for science adoption for next year. This is information only, no action was taken.

9.2 Discussion/ Action *Page 396 – APPROVAL OF TENTATIVE AGREEMENT, ADDENDUM, AND ADJUSTMENT TO 2018-2019 AND 2019-2020 SALARY SCHEDULES FOR THE DISTRICT'S CERTIFICATED EMPLOYEES TO INCLUDE COUNSELORS - Simon (18-19 G & O Component I, II, III, IV, V)*

•In light of the Tentative Agreement with the Western Placer Teachers Association (WPTA) affecting salaries for certificated employees of the District, the District recommends that an increase of .5% will be applied to the 18/19 salary schedules, retroactive to January 1, 2019.

Gabe Simon presented the tentative agreement for salary schedules for Certificated Employees to include counselors. Motion by Mr. Haley, seconded by Mr. Long and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve the Tentative Agreement Addendum, and Adjustment to 2018-19 and 2019-2020 Salary Schedules for the District's Certificated Employees to include Counselors.

9.3 Discussion/ Action *Page 445 – APPROVAL OF TENTATIVE AGREEMENT, ADDENDUM, AND ADJUSTMENT TO 2018-2019 AND 2019-2020 SALARY SCHEDULES FOR THE DISTRICT'S CLASSIFIED EMPLOYEES - Simon (18-19 G & O Component I, II, III, IV, V)*

•In light of the Tentative Agreement with the California School Employees Association (Chapter #741) affecting salaries for classified employees of the District, the District recommends that an increase of .5% will be applied to the 18/19 salary schedules, retroactive to January 1, 2019.

Gabe Simon presented the tentative agreement for Classified Employees. Motion by Mr. Carras, seconded by Mrs. Wyatt and passed by 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to Approve the Tentative Agreement Addendum, and Adjustment to 2018-2019 and 2019-2020 Salary Schedules for the District's Classified Employees.

9.4 Discussion/ Action *Page 461 – APPROVAL OF ADJUSTMENT TO SALARY FOR THE DISTRICT'S CLASSIFIED MANAGEMENT EMPLOYEES, CLASSIFIED SENIOR MANAGEMENT EMPLOYEES, CLASSIFIED CONFIDENTIAL EMPLOYEES & GRANT FUNDED AFTER SCHOOL PROGRAM EMPLOYEES - Simon (18-19 G & O Component I, II, III, IV, V)*

•In light of the Tentative Agreements with CSEA and WPTA effecting salary for other classified and certificated employees of the District, the District administration is recommending that the same .5% increase, retroactive to January 1, 2019, be applied to the positions which are listed on the 2018/2019 Classified Management, Classified Senior Management,

Classified Confidential and Grant Funded After School Program salary schedules.

Gabe Simon presented the agreement for the Classified Management; Senior Management; Confidential Employees and Grant Funded After School Program Employees. Motion by Mrs. Wyatt, seconded by Mr. Carras and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to Approve the Adjustment to Salary for the District's Classified Management Employees, Classified Senior Management Employees, Classified Confidential Employees and Grant Funded After School Program Employees.

9.5 Discussion/ Action **Page 471 – APPROVAL OF ADJUSTMENT TO SALARY SCHEDULES, JOB DESCRIPTIONS, AND CONTRACT REVISIONS FOR THE DISTRICT'S CERTIFICATED MANAGEMENT EMPLOYEES, ASSISTANT SUPERINTENDENTS, DEPUTY SUPERINTENDENT & SUPERINTENDENT**

- **Simon** (18-19 G & O Component I, II, III, IV, V)

• In light of the Tentative Agreements with CSEA and WPTA effecting salary for other classified and certificated employees of the District, the District administration is recommending that the same .5% increase, retroactive to January 1, 2019, be applied to the positions which are listed on the 2018/2019 Certificated Management, Assistant Superintendents, Deputy Superintendents, and Superintendent salary schedules.

Gabe Simon presented Adjustment to Salary Schedules, Job Descriptions and Contract Revisions for Certificated Management, Assistant Superintendents, Deputy Superintendent and Superintendent for approval. Motion by Mr. Haley, seconded by Mr. Long and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve Adjustment to Salary Schedules, Job Descriptions, and Contract Revision for the District's Certificated Management Employees, Assistant Superintendents, Deputy Superintendent and Superintendent

10. BOARD OF TRUSTEES

10.1 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

10.2 BOARD MEMBER REPORTS/COMMENTS

Mrs. Wyatt got to go to Sheridan School Thank you Tea Appreciation event, thanked Lindsey, it's been a great year.

Mr. Long shared how much fun it's been having Lindsey on the board. He shared he attended the trailer Rally that was held in Grass Valley. Spoke to the students in Mrs. Duer's History class.

Mr. Haley It's been a wonderful year, enjoyed and appreciated going to Disneyland to receive our district Award.

Mr. Carras shared there was a "Mayors coffee" in Sun City there were about 80 people who attended. The Mayor and new City Manager did a great job.

Mr. Armitage thanked Lindsey, and shared its refreshing getting student's opinions on things that are discussed, and you're going to a great school. His son received a drama award for best support actor in "Once upon a Mattress), Nicholas received a perfect attendance award.

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **June 18, 2019 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

➤ **July 2, 2019 7:00 P.M.**, Special Meeting of the Board of Trustees – Lincoln High School Theater 790 J Street, Lincoln

12. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:08 p.m.

Damian Armitage, President

Kris Wyatt, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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.

Western Placer Unified School District

Regular Meeting of the Board of Trustees

June 18, 2019

WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

2018-2019 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.

Board Members Present:

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

Board Members Absent:

Paul Carras, Member

Others Present:

Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Mike Adell, Director of Facilities
Chuck Whitecotton, Principal
Rosemary Knutson, Secretary to the Superintendent
Maria Gonzalez, Administrative Assistant to the Superintendent
Matthew Nobert, Lincoln News Messenger

6:15 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 3rd Floor Conference Room
2. **COMMUNICATION FROM THE PUBLIC**
No communication from the Public

6:20 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 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. CPF
15-514477
- 3.3 **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
New High School Property APN: 329-020-041, APN: 329-020-043, APN 329-
020-019
- 3.4 **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
Student Discipline – Stipulated Expulsion Student #18-19-N
- 3.5 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release –
 - a. Employee Employment/Discipline/Dismissal/Release Employee #CL18/19.4
 - b. Employee Employment/Discipline/Dismissal/Release Employee #CL18/19.5
 - c. Employee Employment/Discipline/Dismissal/Release Employee #CE18/19.5

7:00 P.M.

- 4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City
Hall Blvd., - 3rd Floor Conference Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:
 - 4.1 **Page 11 - 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

No action taken
 - 4.2 **Page 12 - CONFERENCE WITH LEGAL COUNSEL – EXISTING
LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-
15-514477

No action taken
 - 4.3 **Page 13 - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
New High School Property APN: 329-020-041, APN: 329-020-043, APN 329-
020-019

No action taken

4.4 *Page 14 - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918*

Student Discipline – Stipulated Expulsion Student #18-19-N

No action taken

4.5 *Page 15-17 - PERSONNEL*

Public Employee Employment/Discipline/Dismissal/Release -

a. Employee Employment/Discipline/Dismissal/Release Employee #CL18/19.4

Mrs. Wyatt reported the Board voted unanimously to approve the dismissal of Employee #CL18/19.4

b. Employee Employment/Discipline/Dismissal/Release Employee #CL18/19.5

Mrs. Wyatt reported the Board voted unanimously to approve the dismissal of Employee #CL18/19.5

c. Employee Employment/Discipline/Dismissal/Release Employee #CE18/19.5

Mrs. Wyatt reported the Board voted unanimously to approve the dismissal of Employee #CE18/19.5

6. *Page 19-88 - CONSENT AGENDA*

6.1 Certificated Personnel Report

6.2 Classified Personnel Report

6.3 Ratification of contract – Miracle Play Systems and Western Placer Unified School District – Playground at First Street Elementary School

6.4 Disposal of Surplus Items-TBE HSP Math

6.5 Disposal of Surplus Items – Maintenance Items

6.6 California Interscholastic Federation Application for 2019-20 at LHS

6.7 Ratification of Agreement between Alliant International University, Inc. and WPUSD

6.8 Marketing and Communications Coordinator

6.9 Ratification of Contract Whest Koast Plumbing and Western Placer Unified School District-Carlin C. Coppin Elementary School

6.10 Ratification of Contract with School Datebooks and Western Placer Unified School District-Creekside Oaks Elementary School

6.11 Approve Resolution No. 18/19.36, Authorizing the Supply of Access Control System of Twelve Bridges High School from Ojo Technology, Under a Piggyback Contract Pursuant to Public Contracts Code Section 20118

6.12 Approve Resolution No. 18/19.37, Authorizing the Supply of Access Control System at Scott M. Leaman Elementary School from Ojo Technology, Under a Piggyback Contract Pursuant to Public Contracts Code Section 20118

6.13 Ratification of Contract – Strikes Unlimited and Western Placer Unified School District – Annual District Administrator’s Orientation Meeting

6.14 Ratification of Contract with Phantom Fireworks and Western Placer Unified School District – Glen Edwards Middle School

June 18, 2019

Minutes

- 6.15 Student Discipline Stipulated Expulsion Student #18/19-N
- 6.16 Approve application for 2019-2020 Agriculture Career Technical Education Incentive Grant Funding

Motion by Mrs. Wyatt seconded by Mr. Long, and passed by a 4-0 (*Ayes: Haley, Long, Wyatt, Armitage No: None*) roll call vote to approve consent agenda as presented.

7. **COMMUNICATION FROM THE PUBLIC**

There was no communication from the public

8. **REPORTS & COMMUNICATION**

- Lincoln High School Student Advisory – Lindsey Ridgway
- Western Placer Teacher’s Association – Tim Allen
 - Nothing to report. Wanted to say from teachers association how much they appreciate Rosemary and wish her well in retirement since this is her last meeting
- Western Placer Classified Employee Association – Jim Houck
 - Nothing to report at this time
- Superintendent - Scott Leaman shared the following
 - Tonight the board approved additional hours for the Marketing Director position
 - Scott attended graduations and sober grad. Toy Story was the theme this year. It was an amazing night with great
 - District office summer hours are 10:00 a.m. 2:00 p.m. to the public
 - We will have a meeting on July 2, 2019 at 6:00 p.m. closed session
 - School is out as of last Friday
 - Welcome Maria Gonzalez. Maria kids have gone through the school system and has worked in the District office in the Educational Services department
 - Rosemary has been with the district and working in the Superintendent’s office for many years. She will be missed. Scott thanked Rosemary for her many years of service at Western Placer Unified School District

9. **◆ACTION ◆DISCUSSION ◆INFORMATION**

9.1 Information Page 90 – ANNUAL REPORT OF MEASURE “A” AND MEASURE “N” CITIZENS’ BOND OVERSIGHT COMMITTEE - Adell (18-19 G & O Component I, II, III, IV, V)

- On March 17, 2015, the Board approved Resolution 14/15.21 on January 17, 2017, the Board approved Resolution 16/17.17 pursuant to the requirements of Education Code Section 15278, et seq., appointing members to the Measure “A” and Measure “N” Citizens’ Bond Oversight Committee (“Committee”) to inform the public concerning the expenditures of the bond revenues as an accountability measure for the voters and taxpayers of the District.

Mike Adell introduced David Fear from the Citizens Bond Oversight Committee to present the annual report to the Board. The report is made up of two components that includes District is in compliance with the

requirements set by California Constitution regarding Prop 39 a summary of accomplishments over the past year. David Fear reported that he is now the committee chairman, thanked the members who attended the meetings during the school year and thanked the Facilities Department for their assistance with information. The committee held 3 meeting this year, and found that expenditures were in accordance with the law.

9.2 Action

Page 92 – APPROVE RESOLUTION NO. 18/19.35, AUTHORIZING THE SUPERINTENDENT OR ASSISTANT SUPERINTENDENT OF BUSINESS AND OPERATIONS TO AWARD AND EXECUTE CONTRACTS DURING THE MONTH OF JULY – Adell (18-19 G & O Component I, II, III, IV, V)

•Due to the infrequency of Board Meeting during July, and from time to time contract competitively bid that is reasonably necessary and appropriate to the normal operation and management of the District may require the expeditious award and execution during the month of July, it is in the best interest of the District to delegate the power to award and execute contracts during the month of July to avoid costly delays.

Mike Adell presented a Resolution No. 18/19.35 for approval. Motion by Mr. Long seconded by Mrs. Wyatt, and passed by a 4-0 (*Ayes: Long, Wyatt, Haley, Armitage No: None*) roll call vote to approve Resolution No. 18/19.35 Authorizing the Superintendent or Assistant Superintendent of Business and Operations to Award an execute contracts during the month of July.

9.3 Discussion/
Action

Page 95 – APPROVAL OF REVISED 19/20 SALARY SCHEDULES FOR CERTIFICATED INCLUDING COUNSELORS, CERTIFICATED MANAGEMENT, CLASSIFIED MANAGEMENT, SENIOR MANAGEMENT, ASSISTANT SUPERINTENDENTS, AND DEPUTY SUPERINTENDENT – Simon (18-19 G & O Component I, II, III, IV, V)

•These 2019-2020 salary schedules were approved at the regular Board of Trustees meeting on June 4, 2019. The only proposed change is to revise the Master's Degree stipend to align with the stipend on the certificated salary schedule and update the certificated hourly and daily rates.

Gabe Simon presented revised Salary schedules for approval. Motion by Mr. Haley seconded by Mr. Long and passed by a 4-0 vote (*Ayes: Armitage, Haley, Long, Wyatt No: None*) to approve the revised 19/20 Salary Schedules for Certificated including Counselors, Certificated Management, Classified Management, Senior Management, Assistant Superintendents, and Deputy Superintendent.

9.4 Discussion/
Action

Page 105 – CONSIDER APPROVING JOB DESCRIPTION FOR FOOD SERVICE WAREHOUSE WORKER AND REVISION TO 19/20 CLASSIFIED SALARY SCHEDULE – Simon (18-19 G & O Component I, II, III, IV, V)

●As a part of the ongoing review of District needs, programs, and staffing by the District, there exists a need to approve a job description for a classified Food Service Warehouse Worker in order to establish the job requirements.

Gabe Simon presented a new job description and revised classified salary schedule. Motion by Mrs. Wyatt seconded by Mr. Haley and passed by a 4-0 vote (*Ayes: Armitage, Haley, Long, Wyatt No: None*) to approve the new job description for food service warehouse worker and the revision to the 19/20 classified salary schedule

9.5 Action

Page 110 – INCREASE PAID MEAL PRICES – 2019-20 – Kilpatrick
(18-19 G & O Component I, II, III, IV, V)

●During 2012 to 2017, the District increased the preschool, elementary school, high school and adult paid meal prices to compare to other districts and mitigate increased staffing and food costs.

Audrey Kilpatrick reported a loss in revenue in the food services department and a need to increase meal prices to align with other districts and is requesting the board's approvals for the increase. Motion by Mrs. Wyatt seconded by Mr. Long and passed by a 4-0 vote (*Ayes: Armitage, Haley, Long, Wyatt No: None*) to increase paid meal prices.

9.6 Action

Page 112 – APPROVE RESOLUTION #18/19.34 – THE
EDUCATION PROTECTION ACCOUNT AND SPENDING PLAN
FOR 2019-2020 – Kilpatrick *(18-19 G & O Component I, II, III, IV, V)*

●Proposition 30, The Schools and Local Public Safety Protection Act of 2012, added Article XIII, Section 36 to the California Constitution effective November 8, 2016 (commencing 01/01/2018), temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

Audrey Kilpatrick presented the resolution for approval. Audrey shared that this resolution is brought to the board on an annual basis. Motion by Mr. Haley seconded by Mrs. Wyatt and passed by a 4-0 roll call vote (*Ayes: Wyatt, Long, Haley, Armitage No: None*) to approve Resolution #18/19.34 Education Protection Account and Spending Plan for 2019-2020

9.7 Action

Page 116 – APPROVAL OF THE 2019-2020 LCAP – Callahan *(18-19 G & O Component I, II, III, IV, V)*

●The District has prepared the Local Control Accountability Plan (LCAP), including the annual update and budget overview for parents, for board review and adoption. Adoption of the LCAP shall be at the same meeting but prior to the adoption of the annual budget.

Kerry Callahan reviewed the LCAP and advised a few sections have been updated since the last meeting. The County Office of Education requested minor changes required. Notice has since been received from the County

that the LCAP has been preliminarily approved and is now ready for Board approval. Motion by Mr. Haley seconded by Mrs. Wyatt and passed by a 4-0 vote (*Ayes: Armitage, Haley, Long, Wyatt No: None*) to approve the 2019-2020 LCAP.

9.8 Action

Page 117 – APPROVE 2019-2020 LCAP FEDERAL ADDENDUM – Callahan (18-19 G & O Component I, II, III, IV, V)

•The Local Control Accountability Plan (LCAP) Federal Addendum is meant to supplement the LCAP to ensure the eligible Local Education Agencies (LEAs) have the opportunity to meet the LEA Plan provisions of the Every Student Succeeding Act (ESSA).

Kerry Callahan reviewed that the State of California worked with the Federal Government to allow our LCAP to replace our LEA plan with some addendums to account for our federal dollars. Kerry requested board approval. Motion by Mr. Long seconded by Mrs. Wyatt and passed by a 4-0 vote (*Ayes: Armitage, Haley, Long, Wyatt No: None*) to approve the 2019-2020 LCAP Federal Addendum.

9.9 Action

Page 130 – 2019-20 WESTERN PLACER UNIFIED SCHOOL DISTRICT ADOPTED BUDGET – Kilpatrick (18-19 G & O Component I, II, III, IV, V)

•By June 30th of each year, the school district must adopt a budget for all funds for the ensuing fiscal year. Prior to adoption of the budget, the Board must conduct a public hearing. This is in accordance with state prescribed procedures for single budget adoption, which require that the budget be adopted and submitted to the County Office of Education on state required forms by June 30th.

Audrey Kilpatrick presented the 2019-2020 adopted budget and reviewed the following section of a handout she provided (available on the website).

- WPUSD 2019-20 Budget Assumptions
- WPUSD 2019-20 General Fund Budget.
- 2018-19 2nd Interim vs 2018-19 Estimated Actuals
 - Increases due to data received from the county
 - Textbooks and supplies account of one time monies was moved to reserved account
 - Received a water refund from the City of Lincoln
- Enrollment and ADA Projections
 - increased by 128 students 1.8% increase
 - ADA is at 95.9% rate
- Local Control Funding Formula & State Revenues
- Contributions to Restricted Programs
- CalSTRS and CalPERS Employer Contributions
- Multi-Year Projections
- WPUSD 2019-20 Budget Assumptions
- Details of Components of Ending Fund Balance
- 2019-20 Adopted Budget – Other Funds

Audrey Kilpatrick requested approval of the 2019-20 budget. Motion by Mrs. Wyatt seconded by Mr. Long and passed by a 4-0 vote (*Ayes: Armitage, Haley, Long, Wyatt No: None*) to approve the adoption of the 2019-20 Western Placer Unified School District Budget.

9.10 Action **Page 326 - ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman (18-19 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/AR 1312.1 – Complaints Concerning District Employees
- BP 4119.22/4219.22/4319.22 – Dress and Grooming
- BP/AR 5121 – Grades/Evaluation of Student Achievement
- BP/AR 5131.2 - Bullying
- BP/AR 5132 – Dress and Grooming
- BP 6142.6 – Visual and Performing Arts Education

Mr. Leaman presented policies for approval. Motion by Mrs. Wyatt seconded by Mr. Long and passed by a 4-0 vote (*Ayes: Armitage, Haley, Long, Wyatt No: None*) to approve the adoption of revised/new exhibits/policies/regulations.

10. BOARD OF TRUSTEES

10.1 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

10.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley participated in the TBMS graduation ceremony. He stated it was an excellent commencement with great student speeches. It was nice to see the kids with their medals.

Paul Long participated in the LHS graduation and said it was fantastic. Paul stated that he was very impressed with the students who were all very polite when receiving their diplomas. He further stated the weather was great. Paul also attended the Atlas Academy ceremony and it was the first graduating class for Atlas. Paul stated that the board is going to miss Rosemary upon her retirement.

Kris Wyatt participated in the GEMS graduation and her grandson graduated this year. She also attended the LHS graduation. Kris congratulated Emma Oehler, Communications coordinator on her position and the positivity that has come out of her work. Kris also stated that she had known Rosemary since she was a student at LHS and was very excited for her to retire and enjoy time with her grandchildren

Damian Armitage participated in the LHS graduation and his two sons graduated.

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **July 2, 2019** 6:00 P.M., Special Meeting of the Board of Trustees – District Office/City Hall Bldg., 4th Floor Zebra Room
- **July 23, 2019** 7:00 P.M., Special Meeting of the Board of Trustees – Lincoln High School Performing Arts Theater, 790 J Street, Lincoln

12. ADJOURNMENT

No further business. The meeting was adjourned at 8:16 p.m.

Damian Armitage, President

Kris Wyatt, Clerk

Scott Leaman, Superintendent

Maria Gonzalez, Administrative Assistant to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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.

**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 Minutes:

- July 2 & 23, 2019 Special Board of Trustee Meeting

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will consider adoption of the following minutes:

- July 2 & 23, 2019 Special Board of Trustee Meeting

RECOMMENDATION:

Administration recommends the Board of Trustees take action to approve minutes.

Western Placer Unified School District

Special Meeting of the Board of Trustees

July 2, 2019

WPUSD District Office/City Hall Building – 4th Floor Zebra Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

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.

Board Members Present:

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

Others Present:

Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Maria Gonzalez, Administrative Assistant to the Superintendent

6:00 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 4th Floor Zebra Room
2. **COMMUNICATION FROM THE PUBLIC**
There was no communication from the public.

6:05 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room

3.1 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

7:30 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 4th Floor Zebra Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

No action taken

5. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **July 23, 2019 6:00 P.M.**, Special Meeting of the Board of Trustees – District Office/City Hall Bldg., 4th Floor Zebra Room

➤ **August 6, 2019 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

➤ **August 20, 2019 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

6. ADJOURNMENT

No further business, the meeting was adjourned at 7:46 p.m.

Damian Armitage, President

Kris Wyatt, Clerk

Scott Leaman, Superintendent

Maria Gonzalez, Administrative Assistant to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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.

Western Placer Unified School District

Special Meeting of the Board of Trustees

July 23, 2019

WPUSD District Office/City Hall Building – 4th Floor Zebra Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

2018-2019 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.

Board Members Present:

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

Others Present:

Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Mike Maul, Lincoln High School Principal
Jim Houck, CSEA Representative
Maria Gonzalez, Administrative Assistant to the Superintendent

6:00 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 4th Floor Zebra Room

2. **COMMUNICATION FROM THE PUBLIC**

Denise Alves read the following: *Though many of our members are out of town this week, we felt it was important for those who remained to take this opportunity to speak to you one more time.*

First, we would like to request clarification on the timeline of the submission of the investigative reports and the resulting action plan. We've had to blindly trust this process, while being told different versions of what to expect. So, we are hoping to get a better understanding of how this is all unfolding at the end. It was shared in an email (sent on July 9) that the board will review the final reports during tonight's meeting. We were told there would be a closed door session immediately following this open discussion, concluding with an additional open meeting at approximately 7:00pm, in which the board will report on any actions that were taken. What is the purpose of that closed door session? We're not asking for details on the content or discussion. Just clarifying, is the review of the entire investigation, and decisions of how you will respond, going to be completed in that portion of the meeting? If so, has the board discussed intentions or plans for actions prior to receiving the reports?

Second, we would like to follow up on a phrase that has been used in multiple conversations with parents and in emails to our group, variations of "the district continues to expend substantial resources to ensure a successful season next year." As noted in a recent reply email, we appreciate the efforts being made to resolve the issues and conflicts that have arisen, but it must be noted: this investigation is not happening because of a team or a season. It is happening because of the poor behavior of a small group of adults, and the mismanagement of that behavior on the part of school and district administrators. It just so happens to be centered around a team and a coach. It is not rooted in them. We feel this is worth emphasizing because 1) the team players and the coaches are NOT responsible for what is going on. And 2) to label the current efforts to restore what has been broken as simply working towards a successful next season, lessens the scope of the problems and deflects responsibility for what is occurring.

The fact is, we find ourselves in the middle of this process not because we want to stir up problems or cause issues. On the contrary, we are here to stop a long pattern of appeasing erratic behavior that has continued over multiple seasons and coaches. In the past, those who noticed, and tried to voice concerns, were too nice, too polite, too trusting of those in authority to take a stand or rock the boat when standards were not enforced, coaches were not supported, and player safety was not prioritized. The difference this season is NOT a problem coach. The difference IS you finally have a group of parents who have come together and said, enough. We have found strength in the common goal of supporting a coach who has demonstrated character, leadership, and tremendous sportsmanship to our daughters; and purpose in standing up to behavior that has no place in a school gym.

We are completely confident in every concern that our group has raised.

We stand behind every submitted document and piece of evidence.

We have followed the district's plan for seeking resolution.

We have done our part in providing information and shining a light on what has been going on.

And now, we pass this baton to you, and trust that your decisions will be guided by commitment to doing what is right.

As you review the facts and consider all possible outcomes, please be mindful of what is at stake, and the message that will be sent to our players, their peers, and the community of wpusd. You each have the responsibility to right wrongs that have been in place for years, and the honor establishing a culture of support, encouragement, and security for our athletes of both genders.

Thank you.

6:05 P.M.

3. CLOSED SESSION – WPUSD District Office – 4th Floor Overlook Room

3.1 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – District Office/City Hall Blvd., - 4th Floor Zebra Room

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

4.1 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

Mr. Armitage reported the board had meet in closed session concerning item 3.1 Personnel and read the following statement: Before the 2018-19 Lincoln High School Girls basketball team played their first game, the administration at Lincoln High School received complaints about the program. These complaints continued throughout the basketball season. At the April 2, 2019 Board meeting, a group of parents presented additional complaints about the program to the Board.

The Board engaged an outside investigator to look into concerns about the coaching staff and Lincoln High School administration, an outside lawyer was charged with investigating the inequities between the boys and girls' basketball program, and the WPUSD Assistant Superintendent of Personnel looked into concerns about another district coach. Some of the results of these investigations are personnel related, so some of the content of the investigations must remain private. All the investigators shared information as it was relevant to their particular area.

All the investigators used a "preponderance of evidence" qualifier to determine the validity of a complaint. This means that one person might have a strong opinion about the truth of an allegation, but if this opinion was not shared by the preponderance of others, it was not deemed a fact.

The Board would like to make the following comments about the results of the investigations:

- 1) Concerning the coaching staff, the investigation found the serious concerns of favoritism and discrimination were "not sustained" by the preponderance of the evidence. However, the investigation found all parents interviewed confirmed a divide persisted throughout the season and parents and players had good reason to be frustrated that the coaching staff was unable to remedy it during the season.
- 2) Concerning the administration, the investigation found the serious concerns of a lack of response to complaints were "not sustained" by the preponderance of the evidence. However, the investigation found the Administration, at times, did not abide by, and enforce its own rules. The investigation also noted social media posts and comments contributed to the turmoil of the basketball team.
- 3) Concerning the inequities between the boys and girls basketball program, some of the incidents were substantiated, but the differences did not amount to improper discrimination as alleged in the complaint.
- 4) Concerning another district coach, the evidence did not support the allegations. However, improvements will be implemented to assist the middle school basketball program in supporting the high school program.

The Board took these allegations very seriously. While acknowledging improvements and changes can be made in areas connected to the basketball

program, all investigations found the serious allegations presented to the Board were not supported by the preponderance of the evidence.

Due to these findings, the Board is returning to the Lincoln High School Administration the ongoing management of the basketball program including, personnel, funding, oversight, and adherence to legal and district policies.

5. COMMUNICATION FROM THE PUBLIC

Brian McCommas asked if the audience was allowed to ask the Board about their decision. He wanted to know if it was unanimous or was it majority. Mr. McCommas stated that he felt that with all the evidence and documentation that was submitted and with the people that were hired, he could not believe that this is what the Board had come up with. He felt the someone summarized the information for the Board and that the board did not actually look over everything.

The Board Members shared that no vote was taken in closed session but, the board members wrote the statement that was read by Mr. Armitage. The board also advised that the investigator was the lead in the investigation and reviewed all the documents submitted. A copy of the statement would be emailed to the PDDA (Parents Demanding District Accountability) group after the meeting.

Ramey Nutter stated that she has two students at Lincoln High School currently that are going to be a senior and a junior, both play sports at Lincoln High School and she wanted to express her disappointment and that she really felt let down. She further stated, "We were coming to you for help, we came to you because we feel like we got nowhere with administration and we came to you for help and I feel very disappointed, I don't know if I can speak for everybody else but I am extremely disappointed and I feel let down that you let us down and we asked you for help and I don't feel like you really helped us., you didn't even read all the reports and all the documents that we gave the attorney and the investigator. I'm just really disappointed and feel like I needed to express that".

Mr. Armitage commented that the investigator took this very seriously and interviewed 18 individuals and evaluated each of the individuals statements and came to the conclusion that most of the items were not substantiated according to the preponderance of evidence.

Denise Alves wanted to get some clarification on what was happening now. She stated that they were told by the investigator that was hired that the process of this being wrapped up would be that a summary of their investigation would be handed over to you and that in addition to that there would be documentation, samples at least if not, the culmination of the evidence that was given that would be handed over to the you so you would have a summary, that often times in past investigations the summary acted as a public document that would be something that summarized their findings and that could be made public but then there would also be the gathering of all the evidence the was provided that would be shared with you. Was that shared? Did you have opportunity to go through and look at the samples of emails that showed correspondence between administration and parents and coaches and text messages? My point in asking that is that when it was stated that it was found that there wasn't evidence of what we were brining to you, there absolutely is

July 23, 2019

Minutes

evidence that everything we wrote in that letter, every line of that letter was carefully crafted as a group after going through what we personally had experienced what we had nothing in that letter that we did not have documentation to absolutely back up nothing was brought to you. If anybody just had an opinion, it was left out, because we wanted this to be purely based on facts and purely based on what we could present with evidence so much so that when we out of pocket paid to go to a separate attorney to say how are we supposed to be handling this, because we were blinded by this, we didn't know what avenue we should be taking. We separately paid to have a consultation with an attorney, and when she looked at a portion of what we had, her recommendation was that the case was so strong that we should go straight to a lawsuit over that. That's not what we wanted. Our goal was not to cause anything, we've said that every time we've come to you. Our goal was to make this better and we trusted that when we handed over all of the evidence that there was, that the findings would be ok, now we are going to take steps to make that better, we weren't asking to do any big upheaval we didn't want to cause pain to anyone else. We didn't throw accusations out at other people, we just stated fact and stated this is what happened, these are the avenues we've taken to make it better they haven't work and so now following your procedures, to find resolution, what is it that is supposed to happen, and now if I understand correctly what your saying is after the investigation is that your saying "no", that what we brought up was not founded that there was no evidence go back and we are just going to start over from scratch.. Mrs. Alves also questioned if parents could feel confident that their players could return to the program and the players could feel safe and the behaviors that they experienced this past year would be management and that their concerns will be addressed.

Mr. Armitage advised that the investigator evaluated each of the statements and each piece of evidence and came to a legal conclusion. That was his job, to look at all the evidence and all the statements and come to the legal conclusion. The board also advised that there are some actions that were taken that are personnel issues, which cannot be discussed.

Mrs. Wyatt advised that the board is confident in the administration, they will take some steps and move forward with the program, and they are going to be moving in the right direction.

6. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION

6.1 Action

Page 9 – APPROVE RESOLUTION NO. 19/20.1 THE STATE ALLOCATION BOARD AND SCHOOL FACILITY PROGRAM BEYOND BOND AUTHORITY ACKNOWLEDGEMENT – Adell
(19-20 G & O Component I, II, III, IV, V)

Scott Leaman presented a Resolution on behalf of Mike Adell for approval. Motion by Mrs. Wyatt, seconded by Mr. Long and passed by a 5-0 (*Ayes: Haley, Long, Wyatt, Carras, Armitage No: None*) roll call to approved Resolution No. 19/20.1 regarding the State Allocation Board and School Facility Program beyond Bond Authority.

- 6.2 Discussion/ **Page 12 – APPROVE CONTRACT EXTENSIONS FOR**
Action **DIRECTOR OF TECHNOLOGY AND DIRECTOR OF**
MAINTENANCE AND OPERATIONS – **Simon** (19-20 G & O Component
I, II, III, IV, V)

Gabe Simon presented Contract Extensions for approval. Motion by Mr. Haley, seconded by Mr. Carras and passed by a 5-0 (**Ayes:** Long, Wyatt, Carras, Haley, Armitage **No:** None) roll call to approve the Contract Extensions for Director of Technology and Director of Maintenance and Operations.

- 6.3 Information/ **Page 13 – APPROVE FIRST AMENDMENT TO SCHOOL**
Discussion/ **FACILITIES AGREEMENTS FOR BELLA ROSA, LLC,**
Action **LEAVELL RANCH PARTNERSHIP, AND LAYN AND DUFF**
(VILLAGE 1) – **Leaman** (19-20 G & O Component I, II, III, IV, V)

Mr. Leaman presented the First Amendment to School Facilities Agreements. Motion by Mr. Carras, seconded by Haley, and passed by a 5-0 (**Ayes:** Armitage, Carras, Haley, Long, Wyatt **No:** None) vote to approve the First Amendment to School Facilities Agreements for Bella Rosa, LLC, Leavell Ranch Partnership, and Layn and Duff (Village 1).

Board comments was not on the agenda but Mr. Carras stated he had something to share:

Mr. Carras shared that he met a retired Lincoln Chief of Police who stated that he lives near GEMS and is very proud of the school updates at GEMS.

Mrs. Wyatt shared that the Potter's baseball team had a Zebra alumni night at one of their games. The LHS Zebra mascot also attended and came out and raced the Potter's mascot, Piper. It was a fun game and a great turn out. The Sierra College Wolves played against the Potters and there are several LHS alumni on the Sierra College team.

Mr. Long shared that the Lincoln Museum has several items on display from the retired Chief of Police.

Mr. Haley had no report

Mr. Armitage shared that he just return from a two-week trip to Florida.

7. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **August 6, 2019 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

➤ **August 20, 2019 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

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8. ADJOURNMENT

No further business, the meeting was adjourned at 7:45pm

Damian Armitage, President

Kris Wyatt, Clerk

Scott Leaman, Superintendent

Maria Gonzalez, Administrative Assistant to
the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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.

**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 Warrants

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Warrants may be found at
www.wpusd.org

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the June 4, 2019 board meeting.

RECOMMENDATION:

Administration recommends the Board of Trustees take action to approve warrants as submitted.

Checks Dated 07/26/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85696831	07/26/2019	A-Z BUS SALES INC	01-4365		51.08
85696832	07/26/2019	ADD SOME CLASS	21-5800	10,343.35	
			25-5800	165.00	10,508.35
85696833	07/26/2019	ALERTUS TECHNOLOGIES, LLC	01-5800		4,950.00
85696834	07/26/2019	AVID CENTER	01-5200		16,500.00
85696835	07/26/2019	CAPITOL CLUTCH AND BRAKE INC	01-4365		1,741.05
85696836	07/26/2019	CDW GOVERNMENT INC	01-4300	22,543.63	
			01-4400	80,353.40	102,897.03
85696837	07/26/2019	CITRUS HEIGHTS SAW & MOWER	01-4365	196.46	
			01-5600	130.98	327.44
85696838	07/26/2019	CITY OF LINCOLN	01-5540	6,717.39	
			01-5550	11,723.20	
			01-5570	22,465.44	40,906.03
85696839	07/26/2019	CITY OF LINCOLN / PG&E REIMB	01-5510		3,182.82
85696840	07/26/2019	COOKS PORTABLE TOILETS	01-5600		132.45
85696841	07/26/2019	DIESEL EMISSIONS SERVICE	01-5600		711.16
85696842	07/26/2019	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		249.12
85696843	07/26/2019	DOCUMENT TRACKING SERVICES, LLC	01-5800		8,483.00
85696844	07/26/2019	E-CONOLIGHT LLC	01-4300		357.81
85696845	07/26/2019	FAR WEST RENTS & READY MIX	01-5600		569.25
85696846	07/26/2019	FOLLETT SCHOOL SOLUTIONS, INC.	01-5800		9,507.92
85696847	07/26/2019	GigaKOM	01-4400		13,726.55
85696848	07/26/2019	GRAINGER	01-4300		407.26
85696849	07/26/2019	HD SUPPLY FACILITIES MAINTENANCE, LTD.	01-4300		435.36
85696850	07/26/2019	HILLYARD / SACRAMENTO	01-4300	6,411.10	
			01-4400	4,827.26	11,238.36
85696851	07/26/2019	HMC GROUP	21-6210		117,023.08
85696852	07/26/2019	ILLUMINATE EDUCATION	01-5800		90,888.25
85696853	07/26/2019	INDUSTRIAL PLUMBING SUPPLY	01-4300		138.98
85696854	07/26/2019	LAKESHORE LEARNING MATERIALS	01-4300		1,201.88
85696855	07/26/2019	LANDMARK CONSTRUCTION	21-6270		17,130.40
85696856	07/26/2019	LEONARD GAROFALO - DBA DIVERSIFIED COMPUTER SRVS	01-4300		750.00
85696857	07/26/2019	LOWE'S	01-4300		227.21
85696858	07/26/2019	MEDICAB	01-5800		1,585.50
85696859	07/26/2019	MEDICAL BILLING TECHNOLOGIES	01-5800		22.80
85696860	07/26/2019	MITEL BUSINESS SYSTEMS INC	01-5800	1,302.00	
			01-6400	19,928.25	
			21-4300	731.44	
			21-4400	794.62	
			Unpaid Tax	103.16-	22,653.15
85696861	07/26/2019	NORMAC	01-4300		252.31
85696862	07/26/2019	ODYSSEY LEARNING CENTER, INC.	01-5800		9,911.52

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

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Checks Dated 07/26/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85696863	07/26/2019	ODYSSEYWARE / GLYNLYON, INC.	01-5800		29,750.00
85696864	07/26/2019	PCOE - PLACER CO OFFICE OF ED	01-5800		1,000.00
85696865	07/26/2019	POWER SCHOOL GROUP, LLC	01-5800		129,911.11
85696866	07/26/2019	PRO-ED	01-4300	626.12	
			Unpaid Tax	38.72-	587.40
85696867	07/26/2019	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540	350.84	
			21-5600	450.00	800.84
85696868	07/26/2019	RIEBES AUTO PARTS	01-4365		2,537.11
85696869	07/26/2019	SCHOOL STEPS, INC.	01-5800		7,875.00
85696870	07/26/2019	SECURITY SERVICES, LLC A NEUSTAR COMPANY	01-5800		1,800.00
85696871	07/26/2019	SIERRA OFFICE SUPPLIES &	01-4300		188.75
85696872	07/26/2019	SIG SCHOOLS INSURANCE GROUP	01-3402		1,889.89
85696873	07/26/2019	SITEONE LANDSCAPE SUPPLY	01-4300		873.27
85696874	07/26/2019	STINEMAN'S FARM SUPPLY	01-4300		37.83
85696875	07/26/2019	SUTTER MEDICAL FOUNDATION	01-5800		202.00
85696876	07/26/2019	TRANE	01-4300		524.49
85696877	07/26/2019	TURNITIN LLC	01-5800		19,096.92
85696878	07/26/2019	VERIZON WIRELESS	01-5560	1,067.45	
			13-5560	103.10	
			21-5560	22.78	1,193.33
85696879	07/26/2019	WALLACE-KUHL & ASSOCIATES	21-5800	360.00	
			21-6170	16,644.50	17,004.50
85696880	07/26/2019	WAXIE'S SANITARY SUPPLY	01-4300		1,217.96
85696881	07/26/2019	WESTERN PLACER WASTE MGT AUTH ACCOUNTING DIVISION WPWMA	01-5540		591.82
85696882	07/26/2019	ZOHO CORPORATION	01-5800		6,703.20
85696883	07/26/2019	CDW GOVERNMENT INC	01-4300	6,884.04	
			01-4400	1,062.01	7,946.05
85696884	07/26/2019	EMS LINQ INC	13-5800		1,095.00
85696885	07/26/2019	GOLD STAR FOODS, INC	13-4710		137.55
85696886	07/26/2019	NUTRI-LINK TECHNOLOGIES INC	13-5800		1,080.00
85696887	07/26/2019	PROPACIFIC FRESH	13-4710		209.82
85696888	07/26/2019	SAND DUNE VENTURES INC. TABLEKIOSK	01-4400		3,654.28
85696889	07/26/2019	CLIMATE CONTROL INC	01-5600		469.21
85696890	07/26/2019	DANIKA LYNN DAVIS	01-5800		171.22
85696891	07/26/2019	VEX ROBOTICS INOVATION FIRST INC.	01-4300		2,701.78
85696892	07/26/2019	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		485.00
Total Number of Checks			62		730,402.45

Fund Recap

Fund	Description	Check Count	Expensed Amount
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Checks Dated 07/26/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
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Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	54	564,253.69
13	Cafeteria Fund	5	2,625.47
21	Building Fund #1	7	163,500.17
25	Capital Facilities Fund	1	165.00
Total Number of Checks		62	730,544.33
Less Unpaid Tax Liability			141.88-
Net (Check Amount)			730,402.45

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Checks Dated 07/19/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85696012	07/19/2019	Eggel, Alla K	01-5200		26.10
85696013	07/19/2019	Hawe, Michelle C	01-4300		663.42
85696014	07/19/2019	Johnson, Shannon L	01-5200		40.70
85696015	07/19/2019	Melendrez-Lopez, Faviola J	01-5200		135.30
85696016	07/19/2019	Turner, Gregory J	01-5200		139.48
85696017	07/19/2019	Zinzun, Rhianon R	01-5200		17.40
85696018	07/19/2019	BLACKBURN CONSULTING	21-6140		6,487.50
85696019	07/19/2019	BORDERLAN SECURITY	01-5800		19,900.00
85696020	07/19/2019	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		143.78
85696021	07/19/2019	CAPITOL CLUTCH AND BRAKE INC	01-4365		226.40
85696022	07/19/2019	COAST TO COAST COMPUTER PRODUCTS	01-4300		118.87
85696023	07/19/2019	CSBA CA SCHOOL BOARDS ASSOC	01-5300	11,432.00	
			01-5800	6,330.00	17,762.00
85696024	07/19/2019	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		2,485.21
85696025	07/19/2019	DIVERSE NETWORK ASSOC. INC. CatapultK12	01-5800		10,416.00
85696026	07/19/2019	FEDEX / ACCT 1266-6713-2	01-4100		3,699.01
85696027	07/19/2019	FLAG HOUSE	01-4300		21.33
85696028	07/19/2019	HD SUPPLY FACILITIES MAINTENANCE, LTD.	01-4300		3,174.91
85696029	07/19/2019	HILLYARD / SACRAMENTO	01-4300		4,224.70
85696030	07/19/2019	JAMIE PUCETTI ESCOBAR	01-5800		219.24
85696031	07/19/2019	LINCOLN AREA CHAMBER OF	01-5300		155.00
85696032	07/19/2019	LOZANO SMITH LLP	01-5810	98.11	
			25-5810	8,077.69	8,175.80
85696033	07/19/2019	MEDICAL BILLING TECHNOLOGIES	01-5800		1,485.50
85696034	07/19/2019	MWG MESTMAKER & ASSOCIATES	01-3901		136.60
85696035	07/19/2019	NCM - NATIONAL CINEMEDIA LLC	01-5801		884.00
85696036	07/19/2019	OJO TECHNOLOGY INC.	21-4300	31,362.29	
			21-4400	441,375.57	
			21-5800	24,081.91	
			25-4300	603.42	
			25-4400	2,884.58	500,307.77
85696037	07/19/2019	OMG DIVERSIFIED DOOR & LOCK	21-4300	1,168.00	
			21-4400	1,448.07	2,616.07
85696038	07/19/2019	PACIFIC GAS & ELECTRIC CO	01-5510		1,728.73
85696039	07/19/2019	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		330.00
85696040	07/19/2019	PLACER LEARNING CENTER	01-5800		27,715.85
85696041	07/19/2019	PRECISION EXAMS, LLC	01-5800		4,455.00
85696042	07/19/2019	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		911.97
85696043	07/19/2019	SAFEWAY INC	01-4300		118.77
85696044	07/19/2019	SAN JOAQUIN CO OFFICE OF EDUC	01-5800		1,000.05

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Checks Dated 07/19/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85696045	07/19/2019	SCHOOL DUDE.COM DUDE SOLUTIONS INC.	01-5800		7,275.53
85696046	07/19/2019	SCHOOL FACILITY CONSULTANTS	25-5800		825.00
85696047	07/19/2019	SCHOOL SERVICES OF CA INC	01-5800		3,660.00
85696048	07/19/2019	SIERRA BUILDING SYSTEMS INC	01-4300	281.33	
			01-5600	5,626.67	
			01-5800	2,532.00	8,440.00
85696049	07/19/2019	SIERRA OFFICE SUPPLIES &	01-4300		744.10
85696050	07/19/2019	SITEONE LANDSCAPE SUPPLY	01-4300		176.97
85696051	07/19/2019	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		6,866.09
85696052	07/19/2019	STATE OF CALIFORNIA - DOJ	01-5821		441.00
85696053	07/19/2019	US BANK BUSINESS EQUIPMENT	01-5600		4,088.64
85696054	07/19/2019	US OMNI ATTN: ACCOUNTING DEPT.	01-5800		7,326.00
85696055	07/19/2019	WALLACE-KUHL & ASSOCIATES	21-5800		1,375.00
85696056	07/19/2019	WAXIE'S SANITARY SUPPLY	01-4300		4,804.73
85696057	07/19/2019	Wittel, Nicole M	01-4300		200.00
85696058	07/19/2019	CDW GOVERNMENT INC	01-4300	18,157.88	
			01-4400	3,126.88	21,284.76
85696059	07/19/2019	LINMOORE FENCING & IRONWORKS	01-5600		3,300.00
85696060	07/19/2019	LOWE'S	01-4300		8.14
85696061	07/19/2019	RAY MORGAN CO. / CHICO	01-5600		767.97
85696062	07/19/2019	VIKING SHRED LLC	01-5600		47.99
85696063	07/19/2019	CITY OF LINCOLN COMM DEV DEPT	21-6274		634,635.85
Total Number of Checks			52		<u>1,326,190.23</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	46	171,865.35
21	Building Fund #1	5	1,141,934.19
25	Capital Facilities Fund	3	12,390.69
Total Number of Checks		52	1,326,190.23
Less Unpaid Tax Liability			.00
Net (Check Amount)			<u>1,326,190.23</u>

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

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Checks Dated 07/12/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85695079	07/12/2019	APPROVED SAFE & LOCK	01-4300	133.71	
			01-5600	63.34	197.05
85695080	07/12/2019	AVID CENTER	01-4300	2,614.28	
			01-5200	38,615.40	
			01-5300	27,409.02	68,638.70
85695081	07/12/2019	BLACKBURN CONSULTING	21-6140		3,102.50
85695082	07/12/2019	BORDERLAN SECURITY	01-5800		5,700.00
85695083	07/12/2019	BRIGHT START THERAPIES INC	01-5800		1,842.50
85695084	07/12/2019	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		1,305.50
85695085	07/12/2019	CAPITOL ADVISORS GROUP LLC	01-5800		1,625.00
85695086	07/12/2019	CDW GOVERNMENT INC	01-4300		245.00
85695087	07/12/2019	CLIMATE CONTROL INC	01-5800		1,942.50
85695088	07/12/2019	DISCOVERY OFFICE SYSTEMS	01-4300		47.94
85695089	07/12/2019	FLINT BUILDERS, INC.	21-6200		3,185,185.00
85695090	07/12/2019	GRAINGER	01-4300		78.83
85695091	07/12/2019	HANKIN SPECIALTY ELEVATORS INC	01-5600	61.17	
			01-5800	163.83	225.00
85695092	07/12/2019	HOLT OF CALIFORNIA	01-4365	3.41	
			01-5600	37.44	40.85
85695093	07/12/2019	JABBERGYM INC.	01-5800		2,660.00
85695094	07/12/2019	JOHN A. MILLEN	21-6290		9,120.00
85695095	07/12/2019	L & H AIRCO	01-5600		487.20
85695096	07/12/2019	LANDMARK CONSTRUCTION	21-6270		688,556.05
85695097	07/12/2019	MEDICAB	01-5800		3,206.00
85695098	07/12/2019	RESPONDUS, INC.	01-5800		3,745.00
85695099	07/12/2019	ROCKLIN UNIFIED SCHOOL DIST.	01-7141		62,684.09
85695100	07/12/2019	ROSETTA STONE LTD.	01-5800		19,753.00
85695101	07/12/2019	SCHOOLGY INC	01-5800		26,400.00
85695102	07/12/2019	SHARP ARCHITECTURE, INC.	21-5800		5,640.00
85695103	07/12/2019	TOTAL COMPENSATION SYS INC	01-5800		3,600.00
85695104	07/12/2019	UNIFIRST CORPORATION	01-5800		1,810.14
85695105	07/12/2019	WALTER MAY	21-6290		12,800.00
85695106	07/12/2019	WAVE BUSINESS WAVE BROADBAND-ROCKLIN	01-5560		4,379.40
85695107	07/12/2019	WHEST KOAST PLUMBING	35-5600		6,280.00
85695108	07/12/2019	Castillo, Abigail C	01-5200		276.08
85695109	07/12/2019	Lawson, Christina A	13-5200		100.92
85695110	07/12/2019	CALIF DEPT OF TAX & FEE ADMIN	01-4300		75.43
85695111	07/12/2019	GOLD STAR FOODS, INC	13-4710		1,678.25
85695112	07/12/2019	PRODUCERS DAIRY FOODS, INC.	13-4710		180.83
85695113	07/12/2019	S & S WORLDWIDE	01-4300		2,048.04
85695114	07/12/2019	TWIN PEAKS ORCHARDS INC.	13-4710		340.00
85695115	07/12/2019	Killingsworth, Cassandra B	01-5200		849.00
85695116	07/12/2019	Pellow, Bonnie L	01-5200		2.90
85695117	07/12/2019	CDW GOVERNMENT INC	01-4300	.87	

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Checks Dated 07/12/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85695117	07/12/2019	CDW GOVERNMENT INC	01-4400	34.09	34.96
85695118	07/12/2019	CHEVRON WEX BANK	01-4345		420.63
85695119	07/12/2019	FISAL-FOOTHILL INTERMEDIATE SCHOOLS ATHLETIC LEAGUE	01-5800		1,175.45
85695120	07/12/2019	FUTURE FARMERS OF AMERICA CALIFORNIA ASSOCIATION	01-5200		1,170.00
85695121	07/12/2019	LEARN2EARN CORPORATION	01-5800		1,955.00
85695122	07/12/2019	LOGICLOFT, LLC	01-5800		9,600.00
85695123	07/12/2019	MJB WELDING SUPPLY, INC.	01-4300		38.00
85695124	07/12/2019	POSTMASTER / GEMS	01-4300		660.00
85695125	07/12/2019	PROJECT LEAD THE WAY INC	01-5800		750.00
85695126	07/12/2019	RISO PRODUCTS OF SAC INC	01-5800		1,267.00
85695127	07/12/2019	ROCKLER WOODWORKING & HARDWARE	01-4400		278.83
85695128	07/12/2019	SAMI'S CIRCUIT	01-5800		4,425.00
85695129	07/12/2019	STAPLES BUSINESS ADVANTAGE	01-4300		450.39
85695130	07/12/2019	VIKING SHRED LLC	01-5800		79.99
85695131	07/12/2019	DeAnda, Ronda A	01-5821		25.00
85695132	07/12/2019	Eggel, Alla K	01-4300		108.13
85695133	07/12/2019	Emmerling, Lynne D	01-5800		11.98
85695134	07/12/2019	Harris, Michelle V	01-5800		325.00
85695135	07/12/2019	Rafferty, Kellie L	01-5800		520.00
85695136	07/12/2019	Vadgama, Sruti V	01-4300		677.90
85695137	07/12/2019	ADVANCED INTEGRATED PEST	01-5800		1,226.00
85695138	07/12/2019	AT&T	01-5560		4,212.28
85695139	07/12/2019	CAPITOL PUBLIC FINANCE GROUP	01-5800		16,641.00
85695140	07/12/2019	DISCOVERY OFFICE SYSTEMS	01-5600		41.05
85695141	07/12/2019	GRAINGER	01-4300		166.02
85695142	07/12/2019	IXL LEARNING INC	01-5800		599.00
85695143	07/12/2019	LANDMARK CONSTRUCTION	21-6200		1,046,447.41
85695144	07/12/2019	LEARNING SOLUTIONS INC	01-5800		866.40
85695145	07/12/2019	NORMAC	01-4300		536.05
85695146	07/12/2019	PACIFIC GAS & ELECTRIC CO	01-5510	47,611.43	
			01-5530	1,266.60	48,878.03
85695147	07/12/2019	PITNEY BOWES INC	01-5600		2,187.27
85695148	07/12/2019	RAY MORGAN CO. / CHICO	01-5600		80.14
85695149	07/12/2019	READ NATURALLY INC.	01-5800		1,288.00
85695150	07/12/2019	ROEBBELEN CONTRACTING INC	21-6270		1,403,532.20
85695151	07/12/2019	SARAH J. JOINER	01-5800		139.20
85695152	07/12/2019	SIG SCHOOLS INSURANCE GROUP	01-3402		2,854.25
85695153	07/12/2019	SOCIAL THINKING PUBLISHING	01-5200		2,567.92
85695154	07/12/2019	SUPER DUPER SCHOOL COMPANY	01-4300		95.44
85695155	07/12/2019	WARREN CONSULT ENGINEERS INC	21-6140		2,060.00
85695156	07/12/2019	CITY OF LINCOLN / ENGINEERING DEPT	21-6274		5,843.75

Total Number of Checks

78

6,691,083.37

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

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Checks Dated 07/12/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
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Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	63	320,216.46
13	Cafeteria Fund	4	2,300.00
21	Building Fund #1	10	6,362,286.91
35	Schools Facilities (Prop 1A)	1	6,280.00
Total Number of Checks		78	6,691,083.37
Less Unpaid Tax Liability			.00
Net (Check Amount)			<u>6,691,083.37</u>

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

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Checks Dated 06/28/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85693522	06/28/2019	Beltram, Kerry W	01-5200		22.91
85693523	06/28/2019	Chapman, Vivian G	01-5200		65.54
85693524	06/28/2019	Horton, Jennifer L	01-5200		154.51
85693525	06/28/2019	49ER WATER SERVICES	01-5800		8,702.50
85693526	06/28/2019	FASTENAL COMPANY	01-4300		5.23
85693527	06/28/2019	JAMIE PUCGETTI ESCOBAR	01-5800		229.68
85693528	06/28/2019	LOZANO SMITH LLP	01-5810	6,511.38	
			25-5810	5,955.78	12,467.16
85693529	06/28/2019	MEDICAB	01-5800		7,099.00
85693530	06/28/2019	NORTH WEST COMPACTING INC	01-5600		3,800.00
85693531	06/28/2019	PACIFIC GAS & ELECTRIC CO	01-5510	83,449.71	
			01-5530	1,390.34	84,840.05
85693532	06/28/2019	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		509.43
85693533	06/28/2019	SAFEWAY INC	01-4300		239.14
85693534	06/28/2019	SCHOOL SERVICES OF CA INC	01-5800		14,400.00
85693535	06/28/2019	VERIZON WIRELESS	01-5560	1,591.95	
			13-5560	53.33	
			21-5560	53.33	1,698.61
85693536	06/28/2019	WPUSD PETTY CASH FUND	01-4300		67.00
85693537	06/28/2019	Aceves Jaimes, Alondra	01-9550		103.68
85693538	06/28/2019	Pellow, Bonnie L	01-5200		8.70
85693539	06/28/2019	CDW GOVERNMENT INC	01-4400		154.00
85693540	06/28/2019	DISCOVERY OFFICE SYSTEMS	01-4300		4.15
85693541	06/28/2019	JOSTENS	01-4300		17,277.05
85693542	06/28/2019	PREMIER GRAD PRODUCTS	01-4300	6,883.64	
			Unpaid Tax	445.74-	6,437.90
Total Number of Checks			21		<u>158,286.24</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	21	152,669.54
13	Cafeteria Fund	1	53.33
21	Building Fund #1	1	53.33
25	Capital Facilities Fund	1	5,955.78
Total Number of Checks		21	158,731.98
Less Unpaid Tax Liability			445.74-
Net (Check Amount)			<u>158,286.24</u>

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Checks Dated 06/26/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85692882	06/26/2019	De Arkland, Shannon M	01-5200		55.68
85692883	06/26/2019	BLACKBURN CONSULTING	21-6140		1,411.95
85692884	06/26/2019	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		178.33
85692885	06/26/2019	CAPITOL CLUTCH AND BRAKE INC	01-4365		200.94
85692886	06/26/2019	CDW GOVERNMENT INC	01-4300	1,000.00	
			01-4400	4,536.00	
			21-4400	3,086.09	8,622.09
85692887	06/26/2019	CITY OF LINCOLN	01-5540	6,649.31	
			01-5550	10,970.44	
			01-5570	18,038.28	35,658.03
85692888	06/26/2019	DAWSON OIL COMPANY	01-4345		283.30
85692889	06/26/2019	DECKER EQUIPMENT	01-4300		275.47
85692890	06/26/2019	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,577.14
85692891	06/26/2019	GRAINGER	01-4300		89.02
85692892	06/26/2019	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		647.64
85692893	06/26/2019	NORTH WEST COMPACTING INC	01-5600		1,238.70
85692894	06/26/2019	ODYSSEY LEARNING CENTER, INC.	01-5800		35,623.44
85692895	06/26/2019	PROPACIFIC FRESH	13-4710		53.81
85692896	06/26/2019	PURCHASE POWER	01-4300		4,040.00
85692897	06/26/2019	RAINFORTH GRAU ARCHITECTS	21-6210		51,092.11
85692898	06/26/2019	SHARP ARCHITECTURE, INC.	21-5800		6,400.00
85692899	06/26/2019	SIERRA FOOTHILLS ACADEMY	01-5800		24,412.95
85692900	06/26/2019	SIG SCHOOLS INSURANCE GROUP	01-3402		925.53
85692901	06/26/2019	SITEONE LANDSCAPE SUPPLY	01-4300		11.58
85692902	06/26/2019	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		2,124.70
85692903	06/26/2019	TAG / AMS INC	01-5800		381.00
85692904	06/26/2019	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-5600		249.12
85692905	06/26/2019	WALLACE-KUHL & ASSOCIATES	21-6170		265.50
85692906	06/26/2019	WENDY WEICHEL MURAWSKI - DBA 2 TEACH LLC	01-4300	834.75	
			01-5800	7,165.25	8,000.00
85692907	06/26/2019	WPUSD PETTY CASH FUND	01-8699		80.00
85692908	06/26/2019	DAMIAN ARMITAGE	13-8634		30.25
85692909	06/26/2019	SARAH JOINER	01-5800		348.00
85692910	06/26/2019	Armistead, Jessica J	01-4300		56.12
85692911	06/26/2019	Coyle, Shamryn L	01-5800		113.60
85692912	06/26/2019	Hedges, Robert M	01-5200		25.33
85692913	06/26/2019	Hood, Cindy J	01-4300		122.73
85692914	06/26/2019	Lazaro, Norma P	01-5200		60.38
85692915	06/26/2019	Pellegrino, Tracy L	01-4300		83.52
85692916	06/26/2019	CAPITOL PUBLIC FINANCE GROUP	21-5800	3,900.00	
			25-5800	4,972.50	8,872.50

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Checks Dated 06/26/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85692917	06/26/2019	DISCOVERY OFFICE SYSTEMS	01-5600		222.52
85692918	06/26/2019	Kaiser Foundation Plan	01-5800		300.00
85692919	06/26/2019	SIG EMPLOYEE BENEFITS TRUST	76-9558		690,163.30
85692920	06/26/2019	STAPLES BUSINESS ADVANTAGE	01-4300		60.46
85692921	06/26/2019	U.S. BANK NATIONAL ASSOCIATION	01-4300	5,220.82	
		U.S. BANCORP PURCHASING CARD			
			01-4390	199.00	
			01-5200	1,700.50	
			01-5600	279.28	
			01-5800	15.00	
			13-4300	266.20	
			13-4380	28.46	
			13-4710	21.77	
			13-5200	243.98	
			13-5800	225.00	
			21-4300	239.17	
			25-5800	51.13	8,490.31
85692922	06/26/2019	Brett Lewis	01-5800		27,500.00
Total Number of Checks			41		<u>920,347.05</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	33	157,895.83
13	Cafeteria Fund	3	869.47
21	Building Fund #1	7	66,394.82
25	Capital Facilities Fund	2	5,023.63
76	Payroll Fund	1	690,163.30
Total Number of Checks		41	920,347.05
Less Unpaid Tax Liability			.00
Net (Check Amount)			<u>920,347.05</u>

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Checks Dated 06/21/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85692304	06/21/2019	Berg, Sandra R	01-4300		50.00
85692305	06/21/2019	Freid, Debra A	01-5200		94.66
85692306	06/21/2019	Freymond, Jenifer C	01-4300		89.47
85692307	06/21/2019	Luci, David T	01-4300		74.72
85692308	06/21/2019	Pellow, Bonnie L	01-5200		52.20
85692309	06/21/2019	Penders, Reno P	01-4300		100.00
85692310	06/21/2019	Trueman, William D	01-4300		230.81
85692311	06/21/2019	Van Court, Lance R	01-4300		136.24
85692312	06/21/2019	BANK OF AMERICA #4333	01-4300	668.62	
			01-5200	3,246.97	
			01-5800	150.00	4,065.59
85692313	06/21/2019	CELEBRATIONS PARTY RENTALS	01-5600		1,762.21
85692314	06/21/2019	DISCOVERY OFFICE SYSTEMS	01-4300	2,457.17	
			01-5600	76.48	
			01-5800	896.49	3,430.14
85692315	06/21/2019	EATON INTERPRETING SVCS INC	01-5800		105.00
85692316	06/21/2019	MINDWARE BRAINY TOYS	01-4300		160.65
85692317	06/21/2019	MWG MESTMAKER & ASSOCIATES	01-3901		136.60
85692318	06/21/2019	STAPLES BUSINESS ADVANTAGE	01-4300		1,518.49
85692319	06/21/2019	VIKING SHRED LLC	01-5800		98.18
85692320	06/21/2019	WAVE Cable TV	01-5800		20.98
85692321	06/21/2019	WESTERN TOOL SUPPLY	01-4300	1,251.91	
			01-4400	418.27	1,670.18
85692322	06/21/2019	Carlson, Carrie L	01-5200		54.00
85692323	06/21/2019	Lillie, Tracey N	01-5200	39.44	
			11-5200	87.58	127.02
85692324	06/21/2019	Watkins, Susan E	01-4300		75.21
85692325	06/21/2019	ACI SPECIALTY BENEFITS ACI ENTERPRISES INC	01-3901		3,171.69
85692326	06/21/2019	ADD SOME CLASS	01-4300	5,013.15	
			01-4400	1,978.59	6,991.74
85692327	06/21/2019	ALL MY BEST INC	01-4300		698.38
85692328	06/21/2019	APPLE INC.	01-4300	42.65	
			01-4390	533.03	575.68
85692329	06/21/2019	BLACKBURN CONSULTING	21-6140		32,535.83
85692330	06/21/2019	BRIGHT START THERAPIES INC	01-5800		3,443.75
85692331	06/21/2019	CARIN CONTRERAS	01-5800		4,500.00
85692332	06/21/2019	CDW GOVERNMENT INC	01-4300	2,914.33	
			01-4400	1,792.19	
			21-4400	18,075.94	22,782.46
85692333	06/21/2019	COAST TO COAST COMPUTER PRODUCTS	01-4300		159.18
85692334	06/21/2019	CORP GRAPHICS AND PRINTING INC	01-4300		132.59
85692335	06/21/2019	DISCOVERY OFFICE SYSTEMS	01-4300		91.86
85692336	06/21/2019	ECONOMIC & PLANNING SYS. INC.	49-5800		2,635.00
85692337	06/21/2019	ECORP CONSULTING INC	21-6140		847.45

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Checks Dated 06/21/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85692338	06/21/2019	FASTENAL COMPANY	01-4300		3.03
85692339	06/21/2019	GRAINGER	01-4300		90.90
85692340	06/21/2019	HMC GROUP	21-6210		225,754.54
85692341	06/21/2019	JABBERGYM INC.	01-5800		6,840.00
85692342	06/21/2019	LEARNING SOLUTIONS INC	01-5800		5,351.08
85692343	06/21/2019	Loomis Union School Dist	01-4100		161.00
85692344	06/21/2019	LOWE'S	01-4300		235.77
85692345	06/21/2019	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		1,906.25
85692346	06/21/2019	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		250.00
85692347	06/21/2019	MEDICAB	01-5800		14,238.00
85692348	06/21/2019	MEDICAL BILLING TECHNOLOGIES	01-5800		1,257.65
85692349	06/21/2019	NORA DAVIS	01-5800		946.56
85692350	06/21/2019	PACIFIC GAS & ELECTRIC CO	01-5510		1,502.82
85692351	06/21/2019	PCOE - PLACER CO OFFICE OF ED	01-5200		50.00
85692352	06/21/2019	PLACER CO ENVIRONMENTAL HEALTH	01-5200		1,545.00
85692353	06/21/2019	PLACER COUNTY TRANSIT	01-5800		150.00
85692354	06/21/2019	PLACER LEARNING CENTER	01-5800		57,927.84
85692355	06/21/2019	PLAYPOWER LT FARMINGTON, INC. ALL ABOUT PLAY	01-5600		4,920.47
85692356	06/21/2019	PRO-ED	01-4300		48.40
85692357	06/21/2019	PRODUCERS DAIRY FOODS, INC.	13-4710		792.23
85692358	06/21/2019	RSD - REFRIGERATION SUPPLIES	01-4300		107.74
85692359	06/21/2019	SCHOOL SPECIALTY INC	01-4300		2,119.73
85692360	06/21/2019	SIERRA FOOTHILLS ACADEMY	01-5800		50,875.10
85692361	06/21/2019	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		21,702.13
85692362	06/21/2019	WAXIE'S SANITARY SUPPLY	21-4300		2,177.18
85692363	06/21/2019	WESTERN PLACER WASTE MGT AUTH ACCOUNTING DIVISION WPWMA	01-5540		76.56
85692364	06/21/2019	WPUSD PETTY CASH FUND	01-4300	57.00	
			01-5800	464.05	
			01-8699	20.00	
			13-5800	101.40	642.45
Total Number of Checks			61		<u>494,290.39</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	55	211,283.24
11	Adult Education Fund	1	87.58
13	Cafeteria Fund	2	893.63
21	Building Fund #1	5	279,390.94
49	Mello Roos Capital Projects	1	2,635.00

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Checks Dated 06/21/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
		Total Number of Checks	61	494,290.39	
		Less Unpaid Tax Liability		.00	
		Net (Check Amount)		<u>494,290.39</u>	

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

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Checks Dated 06/14/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85691042	06/14/2019	Eggel, Alla K	01-5200		196.44
85691043	06/14/2019	Fury, Lori J	01-5200		102.54
85691044	06/14/2019	McKinnon, Deborah J	01-5200		46.40
85691045	06/14/2019	A-Z BUS SALES INC	01-4365		1,590.32
85691046	06/14/2019	ARROW DRILLERS, INC.	01-5600		3,500.00
85691047	06/14/2019	AT&T	01-5560		4,920.85
85691048	06/14/2019	BOBO SIGNS	01-4300		88.47
85691049	06/14/2019	CAPITOL CLUTCH AND BRAKE INC	01-4365		64.35
85691050	06/14/2019	CDW GOVERNMENT INC	01-4300		914.05
85691051	06/14/2019	CITRUS HEIGHTS SAW & MOWER	01-4365	34.98	
			01-5600	145.98	180.96
85691052	06/14/2019	CLIMATE CONTROL INC	01-5800		799.00
85691053	06/14/2019	CODESP	01-5800		2,200.00
85691054	06/14/2019	DAWSON OIL COMPANY	01-4345	5,376.69	
			01-4350	3,935.89	9,312.58
85691055	06/14/2019	GRAINGER	01-4300		19.18
85691056	06/14/2019	KINGSLEY BOGARD THOMPSON LLP	01-5810		3,254.50
85691057	06/14/2019	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		2,833.28
85691058	06/14/2019	NAVIA BENEFIT SOLUTIONS	01-5800		137.50
85691059	06/14/2019	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		350.84
85691060	06/14/2019	RIEBES AUTO PARTS	01-4365		1,689.48
85691061	06/14/2019	RSD - REFRIGERATION SUPPLIES	01-4300		130.60
85691062	06/14/2019	SCHOOL STEPS, INC.	01-5800		37,580.00
85691063	06/14/2019	SHARP ARCHITECTURE, INC.	21-5800		7,440.00
85691064	06/14/2019	SIERRA OFFICE SUPPLIES &	01-4300		111.08
85691065	06/14/2019	SITEONE LANDSCAPE SUPPLY	01-4300		325.33
85691066	06/14/2019	UNIFIRST CORPORATION	01-5800		4,015.99
85691067	06/14/2019	WAXIE'S SANITARY SUPPLY	01-4300		64.35
85691068	06/14/2019	YOUTH DEVELOPMENT NETWORK	01-4300		1,800.00
85691069	06/14/2019	GOLD STAR FOODS, INC	13-4710		203.68
85691070	06/14/2019	ORIENTAL TRADING COMPANY INC	01-4300		1,902.20
85691071	06/14/2019	PRODUCERS DAIRY FOODS, INC.	13-4710		2,176.53
85691072	06/14/2019	Clementson, Jennifer T	01-5200		218.58
85691073	06/14/2019	Getz, Pamela	01-5200		154.05
85691074	06/14/2019	Johnson, Shannon L	01-5200		21.00
85691075	06/14/2019	Kaur, Bhawnpreet	01-5200		75.98
85691076	06/14/2019	Marino, Micki C	01-4300		12.95
85691077	06/14/2019	Noriega, Kristin N	01-4300		111.00
85691078	06/14/2019	Ortiz, Emily M	01-4300		96.10
85691079	06/14/2019	Roberts, Karen A	01-4300		37.98
85691080	06/14/2019	ANDERSONS SCHOOL SPIRIT	01-4300		392.81
85691081	06/14/2019	BALFOUR	01-4300		1,700.12
85691082	06/14/2019	BARNES & NOBLE BOOKSTORES	01-4300		84.72
85691083	06/14/2019	BOBO SIGNS	01-4300		75.11

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Checks Dated 06/14/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85691084	06/14/2019	BURKETT'S OFFICE	01-4300		543.44
85691085	06/14/2019	CDW GOVERNMENT INC	01-4400		210.00
85691086	06/14/2019	CURRICULUM ASSOCIATES INC.	01-5200		1,608.75
85691087	06/14/2019	DIRECT PRESS 2	01-4300		1,539.09
85691088	06/14/2019	ENTERPRISE RENT A CAR	01-5800		527.82
85691089	06/14/2019	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		924.42
85691090	06/14/2019	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		406.83
85691091	06/14/2019	KELVIN L. CLARK - DBA SIERRA CUSTOM AWARDS	01-4300		51.48
85691092	06/14/2019	LOWE'S	01-4300		1,362.91
85691093	06/14/2019	NORTH STATE SCREENPRINT & ATHLETIC	01-4300		709.34
85691094	06/14/2019	PIZZA GUYS	01-4300		63.23
85691095	06/14/2019	SAFEWAY INC	01-4300		91.35
85691096	06/14/2019	SELWAY MACHINE TOOLS	01-6400		49,915.48
85691097	06/14/2019	SIERRA HAY & FEED	01-4300		469.15
85691098	06/14/2019	STAPLES BUSINESS ADVANTAGE	01-4300		2,771.41
85691099	06/14/2019	STATE OF CALIFORNIA - DOJ	01-5821		995.00
85691100	06/14/2019	US BANK CORP TRUST SERVICE	49-5800		1,210.00
85691101	06/14/2019	VIKING SHRED LLC	01-5600		47.99
85691102	06/14/2019	Jeff Kim	01-5820		200.00
Total Number of Checks			61		<u>154,578.59</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	57	143,548.38
13	Cafeteria Fund	2	2,380.21
21	Building Fund #1	1	7,440.00
49	Mello Roos Capital Projects	1	1,210.00
Total Number of Checks		61	154,578.59
Less Unpaid Tax Liability			.00
Net (Check Amount)			<u>154,578.59</u>

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Checks Dated 06/07/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85689725	06/07/2019	ADVANCED INTEGRATED PEST	01-5800		1,226.00
85689726	06/07/2019	APPLE INC.	01-4300		6,273.68
85689727	06/07/2019	ASBURY ENVIRONMENTAL SERVICES	01-5800		55.00
85689728	06/07/2019	C & S TELECOMMUNICATIONS INC	01-4300	423.64	
			01-5600	115.00	538.64
85689729	06/07/2019	CDW GOVERNMENT INC	01-4300	16,983.67	
			01-4400	6,767.91	23,751.58
85689730	06/07/2019	DISCOUNT PLASTIC BAGS	01-4300		211.90
85689731	06/07/2019	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		183.40
85689732	06/07/2019	FLINT BUILDERS, INC.	21-6200		3,185,185.00
85689733	06/07/2019	GCR TIRES & SERVICE	01-4360		2,620.52
85689734	06/07/2019	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		116.50
85689735	06/07/2019	HILLYARD / SACRAMENTO	01-4300		2,287.54
85689736	06/07/2019	JOHN A. MILLEN	21-6290		3,600.00
85689737	06/07/2019	L & H AIRCO	01-5600		605.00
85689738	06/07/2019	LANDMARK CONSTRUCTION	21-6200	1,046,447.41	
			21-6270	688,556.05	1,735,003.46
85689739	06/07/2019	LOZANO SMITH LLP	01-5810	5,857.55	
			25-5810	2,461.99	8,319.54
85689740	06/07/2019	MARKERS AND MINIONS INC	01-5800		2,500.00
85689741	06/07/2019	MITEL BUSINESS SYSTEMS INC	21-4300		273.00
85689742	06/07/2019	PACIFIC GAS & ELECTRIC CO	01-5510	9,899.92	
			01-5530	234.29	10,134.21
85689743	06/07/2019	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		2,709.63
85689744	06/07/2019	REGENTS OF UC DAVIS	01-5800		18,000.00
85689745	06/07/2019	ROEBBELEN CONTRACTING INC	21-6270		1,403,532.20
85689746	06/07/2019	RSD - REFRIGERATION SUPPLIES	01-4300		189.51
85689747	06/07/2019	SCHOOL FACILITY CONSULTANTS	25-5800		135.00
85689748	06/07/2019	SIERRA BUILDING SYSTEMS INC	01-5600		1,242.00
85689749	06/07/2019	SIERRA OFFICE SUPPLIES &	01-4300		20.05
85689750	06/07/2019	SUTTER MEDICAL FOUNDATION	01-5800		284.00
85689751	06/07/2019	TAG / AMS INC	01-5800		127.00
85689752	06/07/2019	TOTAL EDUCATIONAL SYS SUPPORT	01-5800		9,750.00
85689753	06/07/2019	UNIFIRST CORPORATION	01-5800		837.43
85689754	06/07/2019	WALTER MAY	21-6290		8,880.00
85689755	06/07/2019	WAVE BUSINESS WAVE BROADBAND-ROCKLIN	01-5560		4,753.10
85689756	06/07/2019	WAXIE'S SANITARY SUPPLY	01-4300		241.86
85689757	06/07/2019	WELLNESS TOGETHER	01-5800		18,225.00
85689758	06/07/2019	CLIFFORD MOSS	25-5800		449.84
85689759	06/07/2019	NAVIA	01-5800		137.50
85689760	06/07/2019	Castillo, Abigail C	01-5200		181.54

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Checks Dated 06/07/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85689761	06/07/2019	GOLD STAR FOODS, INC	13-4710		2,441.76
85689762	06/07/2019	ORIENTAL TRADING COMPANY INC	01-4300		1,752.07
85689763	06/07/2019	PRODUCERS DAIRY FOODS, INC.	13-4710		10,377.80
85689764	06/07/2019	PROPACIFIC FRESH	13-4380	33.93-	
			13-4710	1,722.58	1,688.65
85689765	06/07/2019	TWIN PEAKS ORCHARDS INC.	13-4710		351.00
85689766	06/07/2019	UNIFIRST CORPORATION	13-5800		333.12
85689767	06/07/2019	LILY CERVANTES	73-5850		300.00
85689768	06/07/2019	Bettini, Maria H	01-5200		16.24
85689769	06/07/2019	Chandler, Jennifer A	01-5200		125.28
85689770	06/07/2019	Chappelle, Eric H	01-4300		131.10
85689771	06/07/2019	Hichborn, Amber N	01-5200		195.06
85689772	06/07/2019	Noonan, Jason R	01-4300		153.98
85689773	06/07/2019	Reafsnyder, Joshua D	01-4300		171.97
85689774	06/07/2019	Terrell, Craig W	01-5800		12.00
85689775	06/07/2019	Tofft, Deborah C	01-4300		154.77
85689776	06/07/2019	Utterback, Barbara J	01-4300		5.43
85689777	06/07/2019	ADD SOME CLASS	01-4400		719.37
85689778	06/07/2019	ADVENTURE TO FITNESS, LLC	01-4300		99.00
85689779	06/07/2019	ANDREW HUNT	01-4300		10,510.50
85689780	06/07/2019	CAROLINA BIOLOGICAL SUPPLY	01-4300		510.13
85689781	06/07/2019	CHEVRON	01-4300		612.27
85689782	06/07/2019	COLLEGE BOARD	01-5800		31,707.00
85689783	06/07/2019	DELTA WIRELESS	01-4300		978.11
85689784	06/07/2019	DISCOVERY OFFICE SYSTEMS	01-4300		7.99
85689785	06/07/2019	ENTERPRISE RENT A CAR	01-5800		379.68
85689786	06/07/2019	FOLLETT LIBRARY RESOURCES	01-4200		1,940.69
85689787	06/07/2019	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		19.68
85689788	06/07/2019	JONES SCHOOL SUPPLY CO INC	01-4300		463.94
85689789	06/07/2019	LAKESHORE LEARNING MATERIALS	01-4300		91.53
85689790	06/07/2019	LOOMIS UNION SCHOOL DISTRICT	01-4300		1,380.00
85689791	06/07/2019	MJB WELDING SUPPLY, INC.	01-4300		38.00
85689792	06/07/2019	NASCO MODESTO	01-4300		112.24
85689793	06/07/2019	NCM - NATIONAL CINEMEDIA LLC	01-5801		884.00
85689794	06/07/2019	ORIENTAL TRADING COMPANY INC	01-4300	189.43	
			Unpaid Tax	11.46-	177.97
85689795	06/07/2019	PIZZA GUYS	01-4300		91.70
85689796	06/07/2019	RICHARDS INSTITUTE OF EDUCATION & RESEARCH	01-5200		395.00
85689797	06/07/2019	SACRAMENTO STATE COLLEGE	01-5200		1,600.00
85689798	06/07/2019	SAFEWAY INC	01-4300		261.73
85689799	06/07/2019	SAX ARTS & CRAFTS SCHOOL SPECIALTY	01-4300		48.10
85689800	06/07/2019	SCHOOL SPECIALTY INC	01-4300		179.04
85689801	06/07/2019	SOTER TECHNOLOGIES	01-4300	436.00	
			01-4400	9,708.24	

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Checks Dated 06/07/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85689801			Unpaid Tax	649.24-	9,495.00
85689802	06/07/2019	UC REGENTS TARJAN CENTER UCLA	01-5200		380.00
85689803	06/07/2019	VIKING SHRED LLC	01-5600		47.99
85689804	06/07/2019	WOODWIND & BRASSWIND	01-4300		1,509.07
85689805	06/07/2019	Carissa Conrad	01-5800		500.00
85689806	06/07/2019	Lily Cervantes	01-5800		500.00
Total Number of Checks			82		<u><u>6,536,430.59</u></u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	68	182,078.47
13	Cafeteria Fund	5	15,192.33
21	Building Fund #1	6	6,336,473.66
25	Capital Facilities Fund	3	3,046.83
73	Foundation Trust	1	300.00
Total Number of Checks		82	6,537,091.29
Less Unpaid Tax Liability			660.70-
Net (Check Amount)			<u><u>6,536,430.59</u></u>

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Checks Dated 06/05/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85688806	06/05/2019	STAPLES BUSINESS ADVANTAGE	01-4300		22,244.26
Total Number of Checks			1		22,244.26

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	1	22,244.26
Total Number of Checks		1	22,244.26
Less Unpaid Tax Liability			.00
Net (Check Amount)			22,244.26

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Checks Dated 05/31/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85688194	05/31/2019	Bass, Mona H	01-4300		133.32
85688195	05/31/2019	Gee, Amanda Y	01-5200		386.86
85688196	05/31/2019	Gordon, Kelley D	01-5200		140.36
85688197	05/31/2019	Hood, Cindy J	01-5200		33.93
85688198	05/31/2019	Knutson, Rosemary	01-4300		41.81
85688199	05/31/2019	Toy, Thomas A	01-5200		89.81
85688200	05/31/2019	Van Court, Lance R	01-4300		197.94
85688201	05/31/2019	AMERICAN CHALLENGE ENTERPRISES	01-4300		405.66
85688202	05/31/2019	B&H PHOTO VIDEO	01-4300		280.71
85688203	05/31/2019	BANK OF AMERICA #4333	01-4300	233.40	
			01-5200	6,807.11	
			01-5800	875.00	
			11-4300	61.68	7,977.19
85688204	05/31/2019	CDI COMPUTER DEALERS INC.	01-4300	4,802.65	
			Unpaid Tax	265.51-	4,537.14
85688205	05/31/2019	CDW GOVERNMENT INC	01-4300	6,215.06	
			01-4400	2,161.91	8,376.97
85688206	05/31/2019	DISCOVERY OFFICE SYSTEMS	01-5800		25.63
85688207	05/31/2019	FISHER SCIENTIFIC	01-4300		766.68
85688208	05/31/2019	J.W. PEPPER & SON INC	01-4300		76.14
85688209	05/31/2019	LITTLE CAESARS PIZZA	01-4300		107.25
85688210	05/31/2019	MARLEEN NOBELL DBA: MAR/CAL	01-4300		170.58
85688211	05/31/2019	PRECISION WEST TECHNOLOGIES	01-4400		1,965.94
85688212	05/31/2019	PURCHASE POWER	01-4300		2,020.99
85688213	05/31/2019	SCHOOL SPECIALTY INC	01-4300		412.22
85688214	05/31/2019	AIR CONTROL SERVICES, INC.	13-5600		1,059.77
85688215	05/31/2019	CROWN DISTRIBUTING INC.	13-4380		1,357.83
85688216	05/31/2019	CULTURE SHOCK YOGURT	13-4710		200.00
85688217	05/31/2019	DANIELSEN COMPANY	13-4380	72.82	
			13-4710	2,849.60	
			Unpaid Tax	4.22-	2,918.20
85688218	05/31/2019	GOLD STAR FOODS, INC	13-4710		4,593.75
85688219	05/31/2019	PROPACIFIC FRESH	13-4710		1,404.30
85688220	05/31/2019	UNIFIRST CORPORATION	13-5800		166.56
85688221	05/31/2019	Chapman, Vivian G	01-5200		62.93
85688222	05/31/2019	Eggel, Alla K	01-5200		169.34
85688223	05/31/2019	Piper, Alice C	01-5200		62.64
85688224	05/31/2019	Sanchez, Cecilia M	01-5200		32.48
85688225	05/31/2019	APPLE INC.	01-4390		300.00
85688226	05/31/2019	AUBURN TROPHIES	01-4300		24.61
85688227	05/31/2019	B&H PHOTO VIDEO	01-4300	557.86	
			01-4400	1,132.35	1,690.21
85688228	05/31/2019	BEAR RIVER SUPPLY INC	01-4300		964.38
85688229	05/31/2019	BELFOR PROPERTY RESTORATION	01-5460		2,000.00
		BELFOR USA GROUP INC			
85688230	05/31/2019	CDW GOVERNMENT INC	01-4300		3,188.50

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Checks Dated 05/31/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85688231	05/31/2019	COAST TO COAST COMPUTER PRODUCTS	01-4300		118.87
85688232	05/31/2019	DISCOVERY OFFICE SYSTEMS	01-5600		32.72
85688233	05/31/2019	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		2,071.05
85688234	05/31/2019	GRAINGER	01-4300		44.75
85688235	05/31/2019	INDUSTRIAL PLUMBING SUPPLY	01-4300		184.61
85688236	05/31/2019	LOZANO SMITH LLP	01-5810		1,135.25
85688237	05/31/2019	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		714.00
85688238	05/31/2019	MEDICAB	01-5800		5,297.25
85688239	05/31/2019	MEDICAL BILLING TECHNOLOGIES	01-5800		128.30
85688240	05/31/2019	NANCY ALEXANDER-STORM	01-5800		1,600.00
85688241	05/31/2019	NATIONAL AUTISM RESOURCE	01-4300		384.03
85688242	05/31/2019	PACIFIC GAS & ELECTRIC CO	01-5510	25,434.21	
			01-5530	1,033.30	26,467.51
85688243	05/31/2019	PLACER COUNTY SELPA	01-5200		240.00
85688244	05/31/2019	PLACER COUNTY TRANSIT	01-5800		500.00
85688245	05/31/2019	RISO PRODUCTS OF SAC INC	01-5800		425.00
85688246	05/31/2019	SIG EMPLOYEE BENEFITS TRUST	76-9558		718,318.57
85688247	05/31/2019	US BANK BUSINESS EQUIPMENT	01-5600		219.48
85688248	05/31/2019	VERIZON WIRELESS	01-5560	1,593.98	
			13-5560	53.33	
			21-5560	53.33	1,700.64
85688249	05/31/2019	WALLACE-KUHL & ASSOCIATES	21-6170		555.00
85688250	05/31/2019	ERIK MEDINA	01-5820		200.00
85688251	05/31/2019	LANIE MATTOON	01-5800		330.00
Total Number of Checks			58		<u><u>809,009.66</u></u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	49	78,532.85
11	Adult Education Fund	1	61.68
13	Cafeteria Fund	8	11,757.96
21	Building Fund #1	2	608.33
76	Payroll Fund	1	718,318.57
Total Number of Checks		58	809,279.39
Less Unpaid Tax Liability			269.73-
Net (Check Amount)			<u><u>809,009.66</u></u>

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Checks Dated 05/29/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85687640	05/29/2019	STAPLES BUSINESS ADVANTAGE	01-4300	10,756.82	
			01-4400	604.10	
			11-4300	65.24	
			13-4300	64.41	
			25-4300	558.45	12,049.02
Total Number of Checks			1		<u>12,049.02</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	1	11,360.92
11	Adult Education Fund	1	65.24
13	Cafeteria Fund	1	64.41
25	Capital Facilities Fund	1	558.45
Total Number of Checks		1	12,049.02
Less Unpaid Tax Liability			.00
Net (Check Amount)			<u>12,049.02</u>

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**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:

Donation Approval for
Special Education Program

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

A new 2018 Para-Transit Ford Connect – 4 Passenger with 1 Wheelchair + driver van was donated to the Western Placer Unified School District Special Education Department. The vehicle will be used to transport Special Education students.

ADMINISTRATION RECOMMENDATION:

Administration recommends we accept the donation, and it is greatly appreciated.

Western Placer Unified School District
GIFT AND DONATION DOCUMENTATION

Western Placer Unified School District appreciates contributions to its programs. To ensure that donations or gifts are used for the intended purpose, a Gift and Donation Documentation Form (available through the District Office/Business Office/School Site Principal) must be completed. The purpose of this preliminary review procedure shall be to help determine the appropriateness of the gift or donation and to document the donor's intent. A copy of this form will be submitted to the Superintendent's Office for Board of Trustee information and/or approval.

Name/Address/Telephone of Donor:

Bayside Covenant Church, Inc./8211 Sierra College Blvd., #440/916-791-1244

Gift or Donation:

New 2018 Para-Transit Ford Connect - 4 Passenger with 1 Wheelchair+ Driver

Donated to School/Program:

Value of Gift or Donation - to be completed by the Donor:

\$43,494.74

Cash or Check: (circle one) N/A Dollar Amount \$-----

Estimated Dollar Value \$43,494.74 Donated Vehicle - See Above

Certification of Receipt by
Site/Program Administrator:

Cathy Yanez
Type Name

Cathy Yanez
Signature

FOR BUSINESS OFFICE USE ONLY

Assistant Superintendent of Business & Support Services: _____
Signature

Revenue Code: _____

Revenue Comments: _____

Superintendent's Signature: _____
Board Agenda Date: _____

WHITE - Donor YELLOW - School Office PINK - Business Office GOLDEN ROD - Superintendent's Office

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 Sierra College
for offering dual enrollment for students

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

NA

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached Contract is with Sierra College to partner with WPUSD for the purpose of offering dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college, improving high school graduation rates and to help high school pupils achieve college and career readiness.

RECOMMENDATION:

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

INSTRUCTIONAL SERVICES AGREEMENT

A Partnership between Sierra College Joint Community College District and Western Placer Unified School District

This Agreement is made and entered into as of the date last written below by and between the Sierra Joint Community College District, 5100 Sierra College Boulevard, Rocklin, CA 95677 (hereinafter referred to as the COLLEGE) and Western Placer Unified School District, 600 Sixth St, Suite 400, Lincoln, CA 95648 (hereinafter referred to as the DISTRICT and collectively with the COLLEGE referred to as the PARTIES).

RECITALS

WHEREAS, the DISTRICT desires to offer college-credit bearing courses to its high school students; and

WHEREAS, the COLLEGE desires to provide college-credit bearing courses to the DISTRICT'S high school students; and

WHEREAS, the PARTIES desire to partner together for the purpose of offering dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college, improving high school graduation rates, and helping high school pupils achieve college and career readiness; and

WHEREAS, for the purposes of this agreement, "College and Career Access Pathways" (CCAP) refers to a program of college-credit bearing courses ("CCAP courses") taught to DISTRICT high school students by college-approved high school teachers ("CCAP Faculty"); and

WHEREAS, the CCAP Faculty will be employees of the DISTRICT and paid directly by the DISTRICT to provide instructional services related to the CCAP Courses;

WHEREAS, the COLLEGE will reimburse the DISTRICT for the instructional services for the CCAP courses provided to the DISTRICT and will maintain control over the instructional activities and services of the CCAP Faculty; and

WHEREAS, the legal requirements governing this AGREEMENT are subject to change by the California State Legislature. Current regulations are contained in Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002(a), 55002 (3), 55005, 55232, 58051.5, 58056, 58058, 58058(b), 58102, and 58104, and Education Code Sections 48800, 48801, 58920, 76001(d), 76002, 76004, 76220, 76355, and 84752;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreement herein set forth, the Parties do hereby agree as follows:

TERMS OF AGREEMENT

1. ADMISSIONS AND REGISTRATION

1.1. CCAP students shall be exempted from the fees and admissions requirements listed in Sierra College Board Policies 5010 and 5030. Admissions and registration shall be governed by all other applicable policies and procedures established by the COLLEGE (CA Ed Codes 48800, 76001(d), 76004).

1.2. Prior to registering for a CCAP course, students shall complete and submit a CCAP Permission Form, granting parental consent for their high school student to enroll in community college courses.

1.3. Students enrolled in a CCAP course shall not be assessed any fee that is prohibited by Education Code section 49011.

- 1.4. The DISTRICT shall supply the DISTRICT students with all required texts and materials. The COLLEGE will waive all COLLEGE fees for DISTRICT students enrolling in a CCAP course at the DISTRICT. Pursuant to SB 150 and SB 141 non-resident students admitted and enrolled per this agreement will be exempted from paying non-resident tuition.
- 1.5. All CCAP courses shall have a minimum enrollment of 20 students unless the COLLEGE and the DISTRICT agree otherwise.
- 1.6. Students will be enrolled in CCAP courses in compliance with existing COLLEGE enrollment policies.

2. COURSES

- 2.1. The DISTRICT shall request CCAP classes using the processes established by the COLLEGE. All CCAP class offerings must be approved by the COLLEGE and consistent with all Title 5 standards. If a CCAP class is operated on-site by the DISTRICT, the COLLEGE is responsible for the educational courses.
- 2.2. Courses offered in the DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus. (CA Code of Regulations 55002(a), 55232 and CA Ed Code 48801)
- 2.3. Courses offered in the DISTRICT shall be COLLEGE catalogued courses with the same department designations, course descriptions, numbers, titles, and credits. (CA Code of Regulations 55002(a), 55005, 58102, 58104)
- 2.4. Courses offered in the DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE. (CA Code of Regulations 55002(3))
- 2.5. All COLLEGE rules and regulations apply to CCAP courses, except as exempted elsewhere in this Agreement.
- 2.6. COLLEGE has procedures in place to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures include, but are not limited to; site visits to the site of the CCAP course by one or more representatives of the COLLEGE to ensure that courses offered at the DISTRICT are the same courses offered at the COLLEGE.
- 2.7. CCAP courses to be offered in the DISTRICT during the span of this AGREEMENT: AGRI 196, and ENGL 1A.
- 2.8. Total number of high school students to be served: 68
- 2.9. Total number of full-time equivalent students projected to be claimed by COLLEGE: 6.99
- 2.10. Scope, Nature, Time and Location of courses to be offered by the COLLEGE:

AGRI 196: Intro to Sustainable Agriculture (3 units)

Description: Introduction to the concepts and principles of agro ecology as applied to the design and management of sustainable agricultural systems. Includes examination of case studies connecting sustainable agriculture principles to farming practices.

Offered at Lincoln High School for Spring 2020 during the regular school day (8:00-15:00).

ENGL 1A: Introduction to Composition (3 units)

Description: Writing, reading, and critical thinking and research skills necessary for successful completion of a four-year college program. Includes reading, discussion, and analysis of selected non-fiction texts. Writing assignments (6,500 words of formal writing) teach students to summarize, explain, analyze, synthesize, and organize information logically and to propose and defend original ideas. Instruction in research, MLA documentation and completion of a fully-documented paper using multiple sources.

Offered at Lincoln High School for Spring 2020 during the regular school day (8:00-15:00).

- 2.11. Students shall demonstrate their ability to benefit from these courses through their high school transcripts, assessment by appropriate DISTRICT personnel, and placement through COLLEGE processes where applicable.
- 2.12. The COLLEGE certifies that under this agreement, the college courses offered for credit at the DISTRICT do not reduce access to the same course offered at the partnering community college campus.
- 2.13. The COLLEGE certifies that no course offered under this agreement is oversubscribed or has a waiting list.
- 2.14. The COLLEGE certifies that its participation in this CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in this CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.
- 2.15. Additional CCAP Courses may be added during the span of this AGREEMENT by mutual agreement of the COLLEGE and the DISTRICT and these CCAP Courses shall be identified in a fully executed addendum to this agreement.

3. FACULTY

- 3.1. CCAP Faculty shall be COLLEGE-approved high school teachers who meet the Minimum Qualifications for Faculty and Administrators in California Community Colleges for the discipline in which they are assigned to teach. (CA Code of Regulations 53410)
- 3.2. CCAP Faculty shall be the sole employees of the DISTRICT and the DISTRICT shall be solely responsible for all associated salaries, wages, and benefits due to faculty.
- 3.3. The COLLEGE certifies that under this agreement, a qualified high school teacher teaching a course offered for college credit at the high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college.
- 3.4. Concurrent Enrollment Faculty provided by the DISTRICT shall meet the discipline-specific minimum qualifications established by the COLLEGE. (CA Code of Regulations 53410)
- 3.5. Prior to teaching, CCAP Faculty provided by the DISTRICT shall receive discipline-specific training and orientation from the COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, procedures, record keeping, and instructional responsibilities. (CA Code of Regulations 58058)

- 3.6. CCAP Faculty provided by the DISTRICT may participate in all professional development activities sponsored by the COLLEGE during any semester they teach in the CCAP program and shall be encouraged to participate in ongoing collegial interaction to address course content, course delivery, assessment, evaluation, and/or research and development in the field. (CA Code of Regulations 58058)
- 3.7. CCAP Faculty provided by the DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE risk becoming ineligible to teach CCAP courses at the discretion of the COLLEGE. CCAP Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for part-time faculty of the COLLEGE and by the DISTRICT using the adopted evaluation process for teachers employed by the DISTRICT. The COLLEGE evaluation process includes student surveys. (CA Code of Regulations 58058)
- 3.8. CCAP Faculty must sign an Instructor Agreement, approved by the COLLEGE, and shall meet qualifications required by the COLLEGE. The COLLEGE has the primary right to control and direct the instructional activities of the instructor during the term specified by the contract. (CA Code of Regulations 58058(b); Sierra College AP4610)
- 3.9. Discipline and dismissal of CCAP Faculty will be the sole responsibility of the DISTRICT consistent with the relevant dismissal and discipline processes for teachers employed by the DISTRICT.
- 3.10. While this agreement does not call for the use of community college instructors to teach CCAP courses on a high school campus, COLLEGE certifies that any community college instructor teaching a course on a high school campus shall not have been convicted of any sex offense as defined in Section 87100, or any controlled substance offense as defined in Section 87011.
- 3.11. While this agreement does not call for any community college instructor to teach CCAP courses on a high school campus, COLLEGE certifies that any community college instructor teaching a course on a high school campus shall not displace or result in the termination of an existing high school teacher teaching the same course on that high school campus.
- 3.12. While this agreement does not call for any community college instructor to teach any remedial courses on a high school campus, COLLEGE certifies that any remedial course would be offered only to high school students who do not meet their grade level standard in math or English as assessed and determined by school district, and that any delivery of remedial courses shall involve a collaborative effort between the Parties.

4. LIAISON

- 4.1. The COLLEGE shall appoint a liaison who will approve all CCAP Faculty in consultation with the academic department of the COLLEGE. (CA Code of Regulations 58056)
- 4.2. The liaison or designee shall provide initial training for CCAP Faculty, conduct site visits, COLLEGE performance evaluations, and strengthen communication between essential elements of the DISTRICT, the COLLEGE, academic departments, and student services. (CA Code of Regulations 58056)
- 4.3. The liaison will also keep CCAP Faculty apprised of new curriculum developments, pedagogic innovations, textbook adoptions, educational outcomes, assessment of learning, grading standards, proficiency expectations, and syllabus components. (CA Code of Regulations 58056)

5. ON-SITE SUPERVISION

- 5.1. CCAP Courses will be conducted at Lincoln High School ("SCHOOLS"), which are public school facilities operated by DISTRICT.
- 5.2. CCAP Courses and students shall be under the direct supervision of the CCAP Faculty at the SCHOOL. Student discipline is the responsibility of the DISTRICT.
- 5.3. The COLLEGE will maintain control and direct the instructional activities of the CCAP Faculty and shall outline the duties of the CCAP Faculty in a separate agreement. (CA Code of Regulations 58056)
- 5.4. COLLEGE will provide direction to CCAP Faculty through an instructor's manual, course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide to its hourly on-campus instructors.

6. STUDENTS

- 6.1. Students must meet all COLLEGE prerequisite and placement requirements before enrolling in a CCAP Course. (CA Code of Regulations 51006, 58051.5, and CA Ed Code 76002)
- 6.2. Grades earned by students enrolled in CCAP Courses will be posted on official COLLEGE and DISTRICT transcripts. (CA Ed Code 76220)
- 6.3. Students enrolled in CCAP Courses will be directed to the official catalog of the COLLEGE.
- 6.4. Students enrolled in CCAP Courses shall have access to student support services programs available at the COLLEGE for which they may be eligible.
- 6.5. Students who withdraw from a CCAP Course will not receive any COLLEGE credit for work completed. All COLLEGE enrollment, attendance, grading, and repeatability regulations apply to CCAP courses.
- 6.6. Students enrolled in a CCAP Course will be held to a comparable level of rigor to all courses offered at the COLLEGE.
- 6.7. The DISTRICT will be responsible for administering and for the costs of any accommodations required by a student under his or her Individualized Educational Program (IEP).
- 6.8. Student discipline is the responsibility of the DISTRICT. Instances of student dishonesty are subject to COLLEGE policy.
- 6.9. Participation in a CCAP course is limited solely to eligible high school students.

7. ASSESSMENT

- 7.1. Students enrolled in CCAP Courses shall be held to the same standards of achievement as students on the COLLEGE campus. (CA Ed Code 48801)
- 7.2. Students enrolled in CCAP Courses shall be held to the same grading standards as those expected of students in on campus COLLEGE sections.

- 7.3. Students enrolled in CCAP Courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in on campus COLLEGE sections.

8. EVALUATION

- 8.1. The COLLEGE and the DISTRICT may conduct student evaluations for each CCAP Course offered in the SCHOOL. (CA Ed Code 58920)
- 8.2. The COLLEGE and the DISTRICT may survey and collect data on alumni of CCAP Courses after they graduate from the DISTRICT. (CA Ed Code 76220)
- 8.3. The COLLEGE and the DISTRICT may annually conduct surveys of participating high school instructors, principals, and guidance counselors.
- 8.4. The COLLEGE and the DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of CCAP Course delivery.

9. RECORDS

- 9.1. Records of student attendance and achievement (grades) for all DISTRICT students who enroll in a CCAP course shall be maintained by the DISTRICT and open for review at all times by officials of the COLLEGE. (CA Ed Code 76220)
- 9.2. Records of student attendance and achievement (grades) for all DISTRICT students who enroll in a CCAP Course shall be kept by the instructor and submitted to the COLLEGE using the COLLEGE's usual processes. (CA Ed Code 76220)
- 9.3. In engaging in the information exchanged described in this section, DISTRICT and COLLEGE will both comply with state and federal privacy laws with regard to all student records for students enrolled in a CCAP Course. This includes protecting student records from unauthorized disclosure or transmission to unauthorized third parties. The College is committed to the protection and confidentiality of student educational records by adhering closely to the guidelines established by the Family Educational Rights and Privacy Act (FERPA) which is federal legislation established to regulate access and maintenance of student educational records. Federal and state laws relating to the privacy of student records may differ from those regulations governing California high school students.

10. REIMBURSEMENT

- 10.1. The DISTRICT shall invoice the COLLEGE at the end of each semester for the instructional services rendered at a rate of \$2250 per CCAP course delivered to CCAP students.
- 10.2. The COLLEGE shall make payment to the DISTRICT within 30 days of receiving the invoice for instructional services rendered. (CA Ed Code 76355)
- 10.3. The financial arrangements defined herein may be adjusted annually by a duly adopted written amendment to this Agreement, signed by both Parties.
- 10.4. Separate and distinct from the COLLEGE's reimbursement for instructional services, the DISTRICT shall pay the instructor of record a stipend. These stipends are not reimbursable expenses and remain the sole responsibility of DISTRICT.

11. COMPLIANCE

- 11.1. Both the COLLEGE and the DISTRICT certify that they are in compliance with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- 11.2. The DISTRICT will be employer of record for purposes of assignment monitoring and reporting to the county office of education.
- 11.3. The DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 11.4. The DISTRICT and the COLLEGE have established protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
- 11.5. Points of contact for the duration of this agreement:
 - DISTRICT: Michael Maul, Principal
 - COLLEGE: Lucas Moosman, Executive Dean of Student Success-Instruction

12. INDEMNIFICATION

- 12.1. The DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its officers, agents, governing board members and employees from any and all claims, injuries, demands, liabilities, costs, expenses (including reasonable attorneys' fees and court costs), damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence or willful acts of the DISTRICT, its officers, agents, governing board members and employees.
- 12.2. The COLLEGE agrees to and shall indemnify, save and hold harmless the DISTRICT and its officers, agents, governing board members, and employees from any and all injuries, claims, demands, liabilities, costs, expenses (including reasonable attorneys' fees and court costs), damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence or willful acts of the COLLEGE, its officers, governing board members and employees.

13. INSURANCE

The DISTRICT, in order to protect the COLLEGE, its agents, governing board members, employees and officers and volunteers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, evidence of general liability insurance or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, and property damage insurance of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with an insurer with a current A.M. Best's rating of no less than A-VII authorized to do such public liability and property damage insurance business in the state of California or otherwise acceptable to the COLLEGE. Said policy of insurance or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers and volunteers as an additional insured for the purposes of this AGREEMENT. A certificate of insurance including such endorsement shall be furnished to the COLLEGE prior to the commencement of services.

Evidence of Sexual Misconduct coverage shall be included on the evidence of insurance if included in the general liability insurance program. Otherwise, evidence of coverage shall also be provided to the COLLEGE.

The DISTRICT shall provide evidence of automobile liability insurance or an approved program of self-insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with an insurer with a current A.M. Best's rating of no less than A-VII authorized to do such public liability and property damage insurance business in the state of California or otherwise acceptable to the COLLEGE. Coverage shall include owned, non-owned and hired automobiles.

The DISTRICT shall provide proof of worker's compensation insurance evidencing statutory limits as required by the State of California. The District shall also furnish evidence of ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease of Employer's Liability coverage. DISTRICT's insurer shall agree to waive their rights of subrogation by providing an endorsement to the COLLEGE acknowledging such.

DISTRICT shall provide 30-day notice of intent to cancel, non-renew or make material change in coverage for all lines of coverage to COLLEGE.

Any insurance proceeds that are available to the DISTRICT that are broader than or in excess of the specified minimum insurance coverage shall be available to the COLLEGE as an additional insured.

14. FULL FUNDING

- 14.1. A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.
- 14.2. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCP agreement is authorized attendance for which the community college district shall be credited or reimbursed pursuant to ECS 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity.
- 14.3. The COLLEGE certifies that the direct education costs of the CCAP courses are not being fully funded through other sources.
- 14.4. The DISTRICT certifies that it has not received full compensation for the direct education costs for the conduct of the CCAP Courses from other sources.
- 14.5. The DISTRICT agrees and acknowledges that the COLLEGE will claim apportionment for the students enrolled in CCAP courses.

15. REPORTING

- 15.1. The COLLEGE, in conjunction with the DISTRICT, shall report annually to the State Chancellor's office the following information:
 - i. The total number of high school pupils by school site enrolled in this CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - ii. The total number of community college courses by course category and type and by school site enrolled in my CCAP partnership participants.
 - iii. The total number and percentage of successful course completion, by course category and type and by school site, of CCAP partnership participants.

- iv. The total number of Full-Time Equivalent Student (FTES) generated by CCAP partnership participants.

16. NON-DISCRIMINATION CLAUSE

16.1. The COLLEGE affirms that it shall not discriminate against any person in any aspect of education or employment without regard to ethnicity, national origin, religion, age, sex, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

17. TERM OF AGREEMENT

17.1. July 15, 2019 to June 30, 2020

18. TERMINATION OR CHANGES

18.1. Either party may terminate this AGREEMENT at any time by providing 30-days' written notice to the other party. Written notice of termination shall be addressed to the responsible person listed in Item 19 below.

18.2. Upon receiving or providing a notice of termination of this AGREEMENT, the Parties shall develop a mutually agreeable teach-out plan that enables students to complete the CCAP course they are enrolled in and provides for a final invoice from DISTRICT for any remaining instructional services.

18.3. COLLEGE will reimburse DISTRICT 30 days after receiving the final invoice for any remaining instructional services occurring through the teach-out plan.

19. NOTICE TO PERSONS RESPONSIBLE FOR THE IMPLEMENTATION OF THIS AGREEMENT

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

TO THE DISTRICT:

Michael Maul
Principal Executive
Western Placer Unified School District
Lincoln High School
790 J Street
Lincoln, CA 95648

TO THE COLLEGE:

Lucas Moosman
Dean of Student Success-Instruction
Sierra Joint Community College District
5100 Sierra College Boulevard
Rocklin, CA 95677

20. MISCELLANEOUS

20.1. This Agreement contains all agreements, promises and understandings between the Parties regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding.

- 20.2. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.
- 20.3. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time.
- 20.4. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state of California. The Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Placer County, California.
- 20.5. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.
- 20.6. A copy of this Agreement shall be filed with the Chancellor's Office of the California Community Colleges.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the last date written below.

Date: 7/10/2019 | 3:25 PM PDT

DocuSigned by:

Linda Fisher

87BAD69E40A04EE...

SIERRA JOINT COMMUNITY COLLEGE DISTRICT

Date: 7/15/2019 | 2:33 PM PDT

DocuSigned by:

Kerry Callahan

1984A4343332441...

WESTERN PLACER UNIFIED HIGH SCHOOL DISTRICT

Appendices I

Western Placer Unified School District – CCAP Course

As presented as an Informational Item on June 11, 2019 Board Agenda #061119.5.2 per the Dual Enrollment Toolkit from the Career Ladders Project (the RP group) for CCAP courses, the following has been amended.

Section 2.10 Scope, Nature, Time and Location of courses to be offered by the COLLEGE:

REMOVE

ENGL 1A: Introduction to Composition (3 units)

Description: Writing, reading, and critical thinking and research skills necessary for successful completion of a four-year college program. Includes reading, discussion, and analysis of selected non-fiction texts. Writing assignments (6,500 words of formal writing) teach students to summarize, explain, analyze, synthesize, and organize information logically and to propose and defend original ideas. Instruction in research, MLA documentation and completion of a fully-documented paper using multiple sources. Offered at Lincoln High School for Spring 2020 during the regular school day (8:00-15:00).

REPLACE

ENGL 0001A. College Reading, Writing, and Research (4 units)

Develops and refines students' writing, reading, and critical thinking skills by introducing the conventions of academic conversations and arguments in an academic community. Students read and discuss a variety of works from different literary genres, focusing on non-fiction and expository texts, reading 20 or more pages per week. The course also emphasizes research skills, including accessing college library databases, evaluating and documenting sources, using MLA style, and practicing academic integrity. Students write essays in expository and argumentative prose, including at least one research paper, in response to class reading and outside research, for a total of at least 6500 words. (C-ID ENGL 100) (CSU, UC)
Offered at Lincoln High School for Spring 2020 during the regular school day (8:00-15:00).

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 Cyber High

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Supplemental

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached 2019-2020 contract is for "Cyber High," an accredited online high school course completion system through the Fresno County Office of Education. This is an annual contract renewal and supports our online credit completion program and our LCAP Goals.

RECOMMENDATION:

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



CYBER HIGH USE LICENSE AND SERVICE AGREEMENT

("Agreement")

Legal Doc. No. of this Signed Agreement: _____

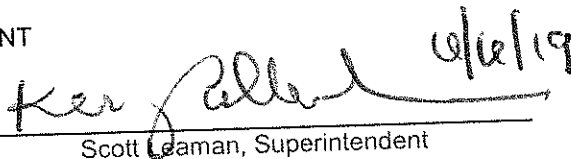
COVER

CLIENT "Client": Western Placer Unified School District Attn: Scott Leaman, Superintendent, or Authorized Designee 600 Sixth Street, Suite 400, Lincoln CA 95648 Phone: (916) 645-6350 FAX: (916) 645-6356 Email: sleaman@wpusd.k12.ca.us	FCSS/CYBER HIGH "FCSS" or "Cyber High": Fresno County Superintendent of Schools Attn: Rob Cords, Director, Cyber High Fresno County Superintendent of Schools 2840 E. Floradora Ave., Fresno, CA 93703 Phone: (559) 265-4067 FAX: (559) 264-8326 Email: rcords@fcoe.org
CONTRACT TERM (see § 3.1) "Effective Date": September 1, 2019 "Termination Date": August 31, 2020 CYBER HIGH PRODUCTS. FCSS shall provide to Client each "Cyber High Product" that is marked below, collectively "Cyber High Products" (mark each applicable): <input checked="" type="checkbox"/> District or COE Level Agreement <input type="checkbox"/> School Site Level Agreement <input type="checkbox"/> Other: _____ <i>All High School Students Enrolled at the Following Sites/Programs are to be Included Under this Agreement:</i> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;">Phoenix High School, Lincoln High School</div> <input checked="" type="checkbox"/> "Cyber High Courses": Access by Client Users to all courses, curriculum, tools, and resources available on-line on Cyber High. Cyber High Courses do not include Supplementary Materials (see Section 1.2.7, General Terms and Conditions). <input checked="" type="checkbox"/> "Professional Development Training": Upon request by Client, FCSS will provide professional development training for Client Users at a maximum rate of one training per Contract term at Client's District Office or another mutually agreeable location. Training services for Clients within California, who exceed a one hundred mile radius of 1111 Van Ness Avenue, Fresno, CA 93721, or those that justify an overnight stay due to the timing of the training, will be separately invoiced for \$500. Any training taking place outside of California will be separately invoiced for \$1500. <input checked="" type="checkbox"/> "Grade Report": After a Client User student has completed a five unit course, FCSS will mail a Grade Report to the student's school of record within a reasonable time (typically 48 hours). It is incumbent upon each Client User to ensure that Cyber High courses have been added to the approved course list of each contracting school so that proper credit may be awarded to Client User student upon course completion. <input checked="" type="checkbox"/> "Client User Support": FCSS will provide support to Client Users via telephone and email Monday through Friday, except for holidays and periods of closure, during FCSS' normal business hours. <input type="checkbox"/> "Other Products"(specify): _____	
CONTRACT AMOUNT. Client shall pay each "Plan Payment" that is marked below (collectively "Contract Amount") to FCSS (mark and complete as applicable, and attach exhibit if required): <input checked="" type="checkbox"/> PLAN PAYMENT YEAR 1 – UNLIMITED USE PLAN: \$14,835.00	PAYMENT SCHEDULE. Client shall pay the Contract Amount to FCSS according to the following "Payment Schedule" (mark and complete as applicable): <input checked="" type="checkbox"/> SCHEDULE 1/PLAN PAYMENT YEAR 1: Entire amount of Plan Payment Year 1 due within 30 days of the "Effective Date" of this contract.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT

By:

 9/16/19

Scott Leaman, Superintendent
or Authorized Designee

FCSS

By:

Jim Yovino, Superintendent
or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Use License and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
- Article 4 Indemnity
- Article 5 Dispute Resolution
- Article 6 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

SECTION 1.1 RECITALS AND REPRESENTATIONS.

- 1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively "**Cyber High**").
- 1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and students. Cyber High offers an additional education opportunity for students who wish to accelerate their education, including high-risk students, credit recovery, students in continuation schools, alternative education, home schooling, adult students, mobile student populations, and children of military personnel.
- 1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.
- 1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act, regarding student records, student privacy, and the use and disclosure of student records and information.
- 1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties' rights and obligations relating to the Cyber High Products and this Agreement

SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

- 1.2.1 **CLIENT USERS.** Each student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually "**Client User**" and collectively "**Client Users**") shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.
- 1.2.2 **USE LICENSE.** FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively "**FCSS Product**") and such FCSS Product shall remain FCSS' property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.
- 1.2.3 **TERMS OF USE/LICENSEING AGREEMENT.** Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement that is in effect and posted

on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement, the provision in the Terms of Use/Licensing Agreement shall govern as between the Parties.

- 1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products, or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support the education youth, and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.
- 1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.2.6 HARDWARE/SOFTWARE. The Cyber High Courses are made available to Client Users over the Internet through a web-browser interface. To access the Cyber High Courses, Client Users must have a suitable Internet connection, access to an appropriately configured computer, and appropriately configured computer network, of which FCSS has no responsibility to provide to any Client User.
- 1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. **"Supplementary Materials"** include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory equipment.
- 1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User student to access and use the Cyber High Courses or other Cyber High Products.
- 1.2.9 CONTROLLING ACCESS. It is the responsibility of the Client to immediately deactivate access to Cyber High for Client staff who should no longer have access to Cyber High student records/data.

SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

- 1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.
 - 1.3.1.1 PLAN PAYMENT 1 – If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.
- 1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement at any time.
- 1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively **"Confidential Materials"**) are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws;

and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern.

SECTION 1.6 STUDENT RECORDS. Student records include any information directly related to a student that is maintained by Client or acquired directly from the student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own student-generated content by requesting such content in writing, and within the period of student accessibility. The parents or legal guardians of a student, or a student who is 18 years or older, may review personally identifiable information in the student's records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of student records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential student records. In the event of an unauthorized disclosure of a student's records, FCSS shall report such disclosure to the affected parent, legal guardian, or student as follows: immediately and in writing. FCSS shall not use any information in a student record for any purpose other than those required or specifically permitted by this Agreement. FCSS certifies that student records shall not be retained by or available to FCSS upon completion of the terms of this Agreement and that such certification will be enforced as follows: Upon permanent cessation of all contractual relationships, and upon written request by Client prior to cessation of contractual relationship, FCSS will provide digital reports to client and will remove all student work and data from the Cyber High system. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g ("FERPA") and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to student's rights of confidentiality. To the extent FCSS will have access to "education records" for Client's students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

ARTICLE 2 PAYMENT.

SECTION 2.1 GENERAL. As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

SECTION 2.2 TAXES. Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall

terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION OF A WRITTEN AGREEMENT DURING CONTRACT TERM.

3.2.1 **TERMINATION FOR CAUSE.** During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by either Party.

3.2.2 **RIGHTS AND OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

3.2.2.1 **MATERIAL BREACH BY CLIENT.** If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products.

3.2.2.2 **MATERIAL BREACH BY FCSS.** If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement.

SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS. Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**") provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party ("**Indemnitor**") shall indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with

the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

ARTICLE 5 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy of any notice and demand by facsimile to:*** General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client must adopt all Cyber High courses as part of Client's approved course list. Upon Client User course completion, FCSS will issue and mail the official course and/or unit completion grade report to the registrar of the Client User's permanent school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance to Client's school and/or prevailing district policy.

/ /

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 I-Lead

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Supplemental

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with I-LEAD for administrator coaching and training. Tom Williams successfully supported our site administrators during the 2017/2018 school year as well as the 2018/2019 school year. The administrators requested that I-LEAD return.

RECOMMENDATION:

Administration recommends that the Board ratify the service contract between I-LEAD and Western Placer Unified School District.

June 24, 2019



Kerry Callahan
Deputy Superintendent Educational Services
Western Placer Unified School District
600 Sixth Street
Lincoln, CA 95648

Dear Ms. Callahan,

As requested, I am submitting a proposal to provide consultant services to the Western Placer Unified School District (WPUSD) during the 2019-20 school year. Included herein is a scope of work and proposed budget pertaining to services that I will perform.

Scope of Work

I will provide 30 days of consultation services to selected WPUSD schools during the 2019-20 school year. The services provided will be structured to help schools reach their potential as measured by the California Assessment of Student Performance and Progress (CAASPP) System. Services provided will include, but will not be limited to: (1) Providing coaching services to selected principals; (2) Working with the leadership teams of selected schools; and (3) Working with district office staff to implement state and district adopted programs, practices, and strategies that are designed to increase student achievement and create a district-wide culture of learning and excellence.

Proposed Budget

The total cost for providing consultant services to WPUSD during the 2019-20 school year will be \$21,000.00 (30 days total @ \$700.00 per day=\$21,000.00).

If you have any questions or need additional information, I can be reached at (916) 704-5513 or via email at twilliams@i-lead.net. Your time and consideration are greatly appreciated. I look forward to working with you and selected members of the WPUSD.

Respectfully Submitted

Thomas L. Williams, Ed. D.
Founder and CEO

PROPOSAL SIGNATURE PAGE

This document will serve as the signature page for a proposal to provide consultant services to the Western Placer Unified School District during the 2019-20 school year.

The proposal was:

- **Submitted by** Thomas L. Williams, Ed. D., Founder and CEO of The Institute for Leadership Enhancement and Development (I-LEAD); and
- **Submitted to** Kerry Callahan, Deputy Superintendent, Educational Services Western Placer Unified School District.

The parties hereto have approved this PROPOSAL on the dates listed next to their signatures. The contractor realizes that no services can be performed until this proposal is approved by the Western Placer Unified School District (WPUSD) Board of Education.

Approval Signatures



Signature

7/29/19
Date

Kerry Callahan
Deputy Superintendent, Educational Services
Western Placer Unified School District



Signature

June 24, 2019
Date

Thomas L. Williams, Ed. D., Founder and CEO
The Institute for Leadership Enhancement and Development (I-LEAD)

**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 Agreement
between Western Governors University and Western
Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabe Simon, Ed.D. *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Agreement

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and Western Governors University approve of this agreement. This agreement is to be able to host student teachers at our school sites throughout the District.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreement between Western Governors University and the Western Placer Unified School District.



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Western Placer Unified School District ("District"), and is effective as of the date of signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a district employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

B. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort and may receive an invitation to participate in an annual focus group.

C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a clear credential in the content area in which the Cooperating Teacher is providing supervision;
- Has a minimum of three years of teaching experience (five years preferred) of content area K-12 teaching experience, with two or more years teaching in the current school, and has demonstrated exemplary teaching practices as determined by the employer and the preparation program;
- Demonstrates a positive impact on student learning in the classroom;
- Demonstrates ability to serve as a positive role model and mentor;
- Demonstrates actions related to leadership qualities and collaborating with others;
- Has successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- Uses a computer to correspond with WGU staff and complete online evaluation forms; and
- Models consistently the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - caring and considerate
 - affirming of diversity and cross-culturally competent
 - a reflective practitioner
 - equitable and fair
 - committed to the belief that all students can learn
 - collaborative
 - technologically proficient
 - professional in leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experiences.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.

- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a Cohort Seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Require Cooperating Teachers to complete and document training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California CTC.
- Encourage Cooperating Teachers to participate annually in WGU's Evaluation Form Calibration.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
 - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to

individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

- **Video Recordings.** During Student Teaching, Teacher Candidates may be required to submit video recordings of their classroom teaching performance (recordings). Such recordings are designed to assist Teacher Candidates in improving their instruction and allow WGU to evaluate Teacher Candidate performance. Although student images may appear in the recordings, the primary focus is on the instruction and not the students or other adults in the classroom. The recordings will not be made public and will be uploaded to a secure site to be scored by WGU evaluators. WGU will instruct Teacher Candidates: (i) on appropriate protocol to submit recordings for evaluation; (ii) that no part of the recordings should be used for any personal or professional purposes outside of performance evaluation; and (iii) that recordings be destroyed once the evaluation is completed. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of District's students should be agreed directly between the District and Teacher Candidates.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

By: Stacey Ludwig Johnson

Title: VP, Academic Operations

Point of Contact:

Email: fieldplacement@wgu.edu

Phone: 866-889-0132 (Option 1)

DISTRICT

By: Gabe Simon

Title: Asst. Supl. of Personnel

Date: 7/30/19

Point of Contact:

Email: gsimon@wpusd.org

Phone: (916) 645-5293

For legal notices:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

For legal notices:

**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 Placer County Office of Education
and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabe Simon, Ed.D. *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Agreements

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and the Placer County Office of Education approve of these three memorandums of understanding (MOUs). These MOUs are related to the Education Specialist Intern Program, the Teacher Induction Program and the Administrator Induction Program.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreements between Western Placer Unified and the Placer County Office of Education.



PLACER COUNTY OFFICE OF EDUCATION EDUCATION SPECIALIST INTERN PROGRAM

Memorandum of Understanding

July 1, 2019 - June 30, 2020

This Memorandum of Understanding (MOU) is entered into by and between the Placer County Office of Education (PCOE), Local Educational Agency (LEA) for the PCOE Education Specialist Intern Credential Program and the Western Placer Unified School District (District) to carry out the Intern Program and the guidelines set forth in the Education Specialist Program Standards, Mild/Moderate and Moderate/Severe Standards.

The purpose of this MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. PCOE and the District will form a partnership in providing and coordinating services as part of the PCOE Education Specialist Intern Credential Program. The goal of this partnership is to provide teacher preparation through an alternative credentialing path with opportunities for Education Specialist candidates. This collaboration will provide and coordinate services and support to guide Education Specialist Interns in meeting California Commission on Teacher Credentialing (CCTC) credential requirements through the state-accredited Intern Credential program.

Responsibilities

The PCOE Education Specialist Intern Credential Program agrees to the following:

1. Employ an Intern Program Coordinator and/or Director to perform services as described in the Program Standards.
2. Employ clerical support to assist the Program Coordinator to carry out program responsibilities.
3. Provide workspace and technical support to the Program Coordinator and clerical support.
4. Provide a process for equitable distribution of support, supervision, and credentialing services to interns in all participating Districts and COEs within the region.
5. Design and provide an Education Specialist Intern Credential Program that includes Preservice coursework and a two year internship concurrent with two years of credential coursework.
6. Establish and maintain accurate records and reports in accordance with state requirements.
7. Assume overall fiscal responsibility for the administration of the program budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or California Department of Education (CDE) in relation to the program.
8. Provide each intern with systematic support, supervision, guidance, and feedback in collaboration with District support provider and Intern Program practicum supervisor.
9. Provide advisement to each intern during the program.
10. Maintain an approved Intern Program preservice and English Language Learner preparation, Commission approved credential coursework, and supervision leading to a Preliminary Education Specialist Credential.
11. Collaborate with District to ensure that interns receive a minimum of 144 hours of support, mentoring, supervision for each year of the two year Intern Program.
12. Assure that each candidate receives no less than 60 hours of coaching and support through the PCOE Faculty Coach each year.
13. Collaborate with District to ensure that interns who enter the program without valid English Learner authorization receive an additional 45 hours of support and supervision specific to meeting the needs of English learners as outlined in Ed Code 44321.
14. Provide reports and other information on all matters related to program requirements and activities as requested by the CCTC and the CDE.
15. Convene the Credential Advisory Board Meetings, a minimum of 3 times each year, to plan, evaluate

**PLACER COUNTY OFFICE OF EDUCATION
EDUCATION SPECIALIST INTERN PROGRAM
Memorandum of Understanding
July 1, 2019 - June 30, 2020**

and revise the program based upon state updates, candidate feedback, the mid-year survey and analysis of benchmark data.

16. Provide updates to the Leadership Team via email, as needed.
17. Recruit, select and assign a faculty coach to each candidate within the first 10 days of the candidate's enrollment in the program if the candidate does not hold an English Learner authorization
18. Evaluate Faculty Coaches.
19. Provide ongoing training and professional learning for Faculty Coaches.
20. Provide 10 hours of coaching training for District Coaches.
21. Provide candidates with access to online course management system (Canvas).
22. Provide the training programs, materials and publications to support the intern credential courses.
23. Prepare candidates who know and demonstrate knowledge and skills necessary to educate and effectively support students with disabilities in accordance with Education Specialist Program, Mild/Moderate and Moderate/Severe Program Standards.
24. Submit recommendation for the California Preliminary Education Specialist Mild/Moderate or Moderate/Severe Credential for all candidates who successfully complete the program requirements.

The District agrees to the following:

1. Appoint a liaison to serve on the Credential Advisory Board. The liaison should be a designee authorized by the District Superintendent to fulfill the roles and responsibilities assigned to him or her. The liaison supports the Intern Program by providing ongoing updates, communication, and information to program staff.
2. Participate in Intern Program evaluation including local program surveys and CCTC Accreditation.
3. Develop and implement a Professional Development Plan for interns in consultation with LEA. The plan shall include all of the following:
 - a) Provisions for an annual evaluation of the intern.
 - b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild to moderate disabilities.
 - d) Instruction during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild to moderate disabilities.
4. Certify that interns do not displace certificated employees in the District.
5. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the Coordinator roles and responsibilities.
6. Each intern shall be provided a minimum of two hours every five instruction days of adequate supervision, advice, encouragement and support, as appropriate by the District personnel, including but not limited to school site faculty and the District Coach.
7. Collaborate with PCOE to ensure that interns receive a minimum of 144 hours of support, mentoring, supervision for each year of the two year Intern Program
8. Ensure that District coach provides 84 hours of coaching and support per year.
9. Collaborate with District to ensure that interns who enter the program without valid English learner authorization receive an additional 45 hours of support and supervision specific to meeting the needs of English learners as outlined in Ed Code 44321.

**PLACER COUNTY OFFICE OF EDUCATION
EDUCATION SPECIALIST INTERN PROGRAM
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10. Ensure that interns hired within the District are employed as the teacher of record in an assignment that aligns with the credential being pursued. Ensure that the intern is teaching a minimum of .5 FTE in a face-to-face instructional setting with the same group of students on a daily or weekly basis.
11. Provide interns with release time from instruction on a limited basis, as needed, to observe other credentialed teachers, to meet with District coaches and faculty.
12. Provide newly hired intern with a District Orientation to inform them about district resources, procedures and policies and introduce them to district staff.
13. Ensure that interns are evaluated on an annual basis.
14. For interns who have not yet completed the English Learner preparation, the district must assign the District Coach within the first 10 days of serving as a teacher of record on the intern credential.
15. Assign a qualified District Coach who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years of successful teaching experience, and English Learner authorization. Pair interns with Coaches who most closely match their teaching assignment, including grade level and subject matter, and their credential.
16. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as District Coaches for interns. District Coaches must demonstrate effective coaching, interpersonal, and communication skills and:
 - a) Are committed to attend coaching trainings and meetings and to meet on a regular basis.
 - b) Display willingness to work collaboratively with colleagues and PCOE staff.
 - c) Embrace a positive attitude towards students and teaching.
 - d) Develop a sustained and thoughtful collegial relationship with interns.
 - e) Demonstrate leadership skills, curriculum expertise, and knowledge of district resources.
 - f) Serve as a role model for the teaching profession.
17. Provide District Coach with opportunity to participate in 10 hours of PCOE coach training.
18. Provide compensation to District Coaches and District Coordinator as applicable.
19. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.
20. Upon program completion, provide intern with a letter that verifies years of employment in an intern position with District.
21. Provide training to teacher/candidate regarding:
 - State-adopted curriculum frameworks, and locally-adopted texts and instructional materials.
 - Identification and referral of students for special education services; the IEP process; and collaboration with others related to special education students.
 - District-adopted instructional program for English Learners; the use of adopted materials (including how to provide access to the core curriculum); assessment of students' English proficiency (ELPAC); and available resources for the instruction of English Learners.
 - Classroom and site accident prevention strategies; collaboration with other agencies/families regarding student health and safety; the school's crisis response plan and emergency procedures; the adopted health curriculum (within the context of the teaching assignment); reporting requirements regarding child abuse and neglect; state and local permitted health topics (including family life and sex education) and parents' rights regarding instruction in health.
22. If utilizing a District-employed coach, participate and follow coach hiring requirements and employment conditions which include, but are not limited to:
 - Possession of a clear teaching credential
 - Minimum of 3 years of effective teaching experience
 - Knowledge of the context and the content area of the candidate's teaching assignment



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- Demonstrate effective coaching interpersonal and communication skills
 - Demonstrate a commitment to professional learning and collaboration
 - Ability, willingness, and flexibility to meet individual candidate needs for support
 - Complete required coach training and program activities
 - Identify and assign a coach, who is not candidate's evaluator or affiliated with personnel/Human Resources, to each candidate within the first 30 days of enrollment in the program, making the match according to credentials
 - Coordinate the reassignment of a District coach if either the coach or candidate makes the written request that is approved by PCOE
23. Provide candidate and District coaches (if applicable) with technology and technology resources to complete the electronic coursework.
24. The Individual Learning Plan (ILP) completed by the candidate must be implemented solely for the professional growth and development of the candidate and not for evaluation for employment purposes (Precondition 5).
25. Provide reimbursement to coach for mileage to school sites outside of Placer County (if applicable).
26. Notify PCOE, in writing, in the event a candidate's employment changes.

Other conditions PCOE and District agree to:

Ownership of Materials

All products and materials developed by the Education Specialist Intern Credential Program are the exclusive property of PCOE. District and PCOE employees, staff, and subcontractors shall not have the right to disseminate, market or otherwise use the products or materials without the expressed written permission of PCOE's designee.

Confidentiality - Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

Nondiscrimination Clause - Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other legally protected class in accordance with all applicable Federal and State laws and regulations.

Candidate Employment Status

Candidates are, and shall remain, District employees for any and all purposes throughout the term of this MOU. Candidates shall not be considered an employee, agent, representative, nor independent contractor of PCOE for any purpose whatsoever. District shall assume full responsibility for its employees.

Indemnity - Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of either party, its officers, agents, or employees.



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EDUCATION SPECIALIST INTERN PROGRAM
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July 1, 2019 - June 30, 2020

Termination - Either party may terminate this MOU by giving the other party at least thirty (30) calendar days written notice. In the event of early termination of this MOU, PCOE shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.

The undersigned represent all collaborative partners of this MOU and commit to insuring the successful implementation, monitoring, and assistance needed for completion of the Education Specialist Intern Credential Program.

Placer County Office of Education

By: [Signature] By: [Signature]
Signature of Authorized Official Gayle Garbolino-Mojica
Title: Asst. Supt. of Personnel Title: County Superintendent of Schools
Date: 7/22/19 Date: 7/1/19

Please sign and return to Bonnie Boone, PCOE Intern Program, 360 Nevada St., Auburn, CA 95603 or
bboone@placercoe.k12.ca.us

This Memorandum of Understanding (MOU) is entered into by and between the Placer County Office of Education (PCOE), Local Educational Agency (LEA) for the PCOE Teacher Induction Program and the Western Placer Unified School District (District) to carry out the Induction Program and the guidelines set forth in the Educator Preparation Program Standards.

The purpose of this MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. PCOE and the District will form a partnership in providing and coordinating services as part of the PCOE Teacher Induction Program. The goal of this partnership is to increase student achievement through the implementation of a quality Teacher Induction Program, while nurturing the growth and development of candidates in the District in a sustained and systemic manner. Upon program completion, an Induction Program is to provide the candidate with a clear teaching credential.

Responsibilities

The PCOE Teacher Induction Program agrees to the following:

1. Employ an Induction Program Coordinator and/or Director to perform services as described in the Program Standards.
2. Employ clerical support to assist the Program Coordinator to carry out program responsibilities.
3. Provide workspace and technical support to the Program Coordinator and clerical support.
4. Design and provide a 2-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching (Precondition 1).
5. Provide continuous open enrollment to teachers who hold a preliminary teaching credential.
6. Make available and advise candidates of an Early Completion Option for experienced and exceptional candidates who qualify (Precondition 6).
7. Establish and maintain accurate records and reports.
8. Provide reports and other information on all matters related to program requirements and activities as requested by the California Commission on Teacher Credentialing (CTC) and the California Department of Education.
9. Convene the Leadership Team (partner coordinators) meetings, a minimum of 3 times each year, to plan, evaluate and revise the program based upon state updates, candidate feedback, the mid-year survey and analysis of benchmark data.
10. Provide updates to the Leadership Team via email, as needed.
11. Arrange for and monitor continuing education units for candidates.
12. Recruit, select and assign a coach/mentor to each candidate within the first 30 days of the candidate's enrollment in the program (Precondition 2).
13. Evaluate coaches/mentors.
14. Provide ongoing training and professional learning to coaches/mentors.
15. Provide candidates with access to online portfolio system (Canvas).
16. Provide the training programs, materials and publications to support the above.
17. Assure that each candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the coach/mentor (Precondition 3).
18. Prepare candidates who know and demonstrate knowledge and skills necessary to educate and support effectively all students in meeting state-adopted academic standards (Common Standard 5).
19. Submit recommendation for California clear teaching credential for candidates who hold a Preliminary Single Subject, Multiple Subject or Education Specialist Instruction Credential and successfully

complete the program requirements.

20. If PCOE is providing and employing a coach, pay a stipend of up to \$2,000 per candidate (plus benefits) directly to coach/mentor (stipends to be paid quarterly).
21. In the event that a candidate leaves the program prior to completion of the year, PCOE will prorate district cost based on modules not started.

The District agrees to the following:

1. Enroll teachers who hold a preliminary teaching credential or Level 1 Education Specialist Credential at the point of hire (Precondition 1).
2. Notify teachers, at the point of hire, of any charges or fees associated with participating in the Teacher Induction Program.
3. Appoint a District Coordinator and/or designee who will serve as a liaison to PCOE, and provide feedback to the Induction Program on the quality of candidate preparation (Common Standard 2).
4. Appoint a Central Office Administrator who will attend mandatory Leadership/Advisory Team meetings three-four times per year.
5. Conduct an initial orientation for the teacher/candidate to inform them about district resources, procedures and policies and introduce them to district staff.
6. Provide training to teacher/candidate regarding:
 - State-adopted curriculum frameworks, and locally-adopted texts and instructional materials.
 - Identification and referral of students for special education services; the IEP process; and collaboration with others related to special education students.
 - District-adopted instructional program for English Learners; the use of adopted materials (including how to provide access to the core curriculum); assessment of students' English proficiency (ELPAC); and available resources for the instruction of English Learners.
 - Classroom and site accident prevention strategies; collaboration with other agencies/families regarding student health and safety; the school's crisis response plan and emergency procedures; the adopted health curriculum (within the context of the teaching assignment); reporting requirements regarding child abuse and neglect; state and local permitted health topics (including family life and sex education) and parents' rights regarding instruction in health.
7. If utilizing a District-employed coach, participate and follow coach hiring requirements and employment conditions which include, but are not limited to (Induction Program Standard 4):
 - Possession of a clear teaching credential
 - Minimum of 3 years of effective teaching experience
 - Knowledge of the context and the content area of the candidate's teaching assignment
 - Demonstrate effective coaching interpersonal and communication skills
 - Demonstrate a commitment to professional learning and collaboration
 - Ability, willingness, and flexibility to meet individual candidate needs for support
 - Attend all coach training and program activities
 - Identify and assign a coach, who is not candidate's evaluator or affiliated with personnel/Human Resources, to each candidate within the first 30 days of enrollment in the program, making the match according to credentials held (Precondition 2)
 - Coordinate the reassignment of a District coach if either the coach or candidate makes the written request that is approved by PCOE
8. If utilizing a District-employed coach, assure that each candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the coach/mentor (Precondition 3).



**PLACER COUNTY OFFICE OF EDUCATION
TEACHER INDUCTION PROGRAM CONSORTIUM**

Memorandum of Understanding

PCOE:2142/SH

July 1, 2019 - June 30, 2020

9. Provide candidate and District coaches (if applicable) with technology and technology resources to complete the electronic portfolio in Canvas.
10. Individual Learning Plan (ILP) completed by the candidate must be implemented solely for the professional growth and development of the candidate and not for evaluation for employment purposes (Precondition 5).
11. Require site administrators to provide input on the candidate's ILP regarding job assignment, professional growth goals and local initiatives in collaboration with the candidate and their coach/mentor (Induction Program Standard 3).
12. Conduct and participate in program evaluation and research activities, including the Mid-Year Survey, Regional Induction Survey and Formal Program Review.
13. Pay PCOE \$4,100 (if PCOE is providing coach) or \$1,900 (if District is providing coach) per candidate as invoiced.
14. Provide reimbursement to coach/mentor for mileage to school sites outside of Placer County (if applicable).
15. Release candidates, and District coaches, if applicable, to attend mandatory Induction meetings, including Orientation (Year 1) and Colloquium (Year 2) and/or professional learning.
16. Notify PCOE, in writing, in the event a candidate's employment changes.
17. Notify the Induction Program of potential new District coaches for the upcoming academic year by July 1st.
18. Pay PCOE \$200 for each new District coach after July 1st or who are unable to attend the New Coach Orientation.

Other conditions PCOE and District agree to:

Ownership of Materials

All products and materials developed by the Teacher Induction Program are the exclusive property of PCOE. District and PCOE employees, staff, and subcontractors shall not have the right to disseminate, market or otherwise use the products or materials without the expressed written permission of County Superintendent or designee.

Confidentiality - Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

Nondiscrimination Clause - Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other legally protected class in accordance with all applicable Federal and State laws and regulations.

Candidate Employment Status

Candidates are, and shall remain, District employees for any and all purposes throughout the term of this MOU. Candidates shall not be considered an employee, agent, representative, nor independent contractor of PCOE for any purpose whatsoever. District shall assume full responsibility for its employees.



PLACER COUNTY OFFICE OF EDUCATION
TEACHER INDUCTION PROGRAM CONSORTIUM

Memorandum of Understanding
July 1, 2019 - June 30, 2020

PCOE:2142/SH

Indemnity - Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of either party, its officers, agents, or employees.

Termination - Either party may terminate this MOU by giving the other party at least thirty (30) calendar days written notice. In the event of early termination of this MOU, PCOE shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.

The undersigned represent all collaborative partners of this MOU and commit to insuring the successful implementation, monitoring, and assistance needed for completion of the Teacher Induction Program.

Western Placer Unified School District

Placer County Office of Education

By: [Signature]
Signature of Authorized Official

By: [Signature]
Gayle Garbelino-Mojica

Title: Supt.

Title: County Superintendent of Schools

Date: 6/18/19

Date: 6/4/19

Please sign and return to Shelly Hollowell, PCOE Teacher Induction, 360 Nevada St., Auburn, CA 95603



**PLACER COUNTY OFFICE OF EDUCATION
ADMINISTRATIVE SERVICES CREDENTIAL
CLEAR INDUCTION PROGRAM CONSORTIUM**

Memorandum of Understanding

July 1, 2019 - June 30, 2020

This Memorandum of Understanding (MOU) is entered into by and between the Placer County Office of Education (PCOE), and the Western Placer Unified School District (District) to carry out the Administrative Services Credential Clear (ASCC) Induction Program and the guidelines set forth in the ASCC Standards.

The purpose of this MOU is to establish a formal working relationship between the parties and to set forth the operative conditions, which will govern this partnership. PCOE and District will form a partnership in providing and coordinating services as part of the PCOE ASCC Induction Program. The goal of this partnership is to meet the growing administrative credentialing needs, and increase school effectiveness and student achievement through the implementation of a quality administrator induction program. Candidates' growth and development are guided by the California Professional Standards for Educational Leaders (CPSEL). Upon program completion, PCOE is to provide the candidate with a Clear Administrative Services Credential.

Responsibilities

PCOE agrees to the following:

1. Employ an ASCC Induction Program Coordinator/Director and clerical support to perform services as described in the Program Standards.
2. Provide workspace and technical support to the Program Coordinator/Director and clerical support.
3. Provide program coordination that includes admission, advisement, candidate support and assessment, coach preparation and program evaluation (Program Standard 2).
4. Establish and maintain accurate records and reports.
5. Provide reports and other information on all matters related to program requirements and activities as requested by the California Commission on Teacher Credentialing (CTC).
6. Create an individualized, job-embedded 2-year program (Program Standard 1).
7. Provide continuous open enrollment to administrators who hold a Preliminary Administrative Services Credential.
8. Recruit, employ, match and evaluate coaches who provide 40 hours of job-embedded support each year.
9. Recruit, employ, match and evaluate Administrator Professional Network facilitators who provide a minimum of 10 hours of support each year.
10. Provide initial and ongoing professional learning to administrator induction coaches.
11. Provide candidates with networking and professional learning opportunities aligned to the CPSELs to fulfill program requirements.
12. Provide candidates with access to an online portfolio system (Canvas).
13. Provide evaluation of assessment portfolio of candidate competence.
14. Prepare candidates who know and demonstrate knowledge and skills necessary to educate and support effectively all students in meeting state-adopted academic standards (Common Standard 5).
15. Convene the Leadership Team (district coordinators) meetings, a minimum of 3 times per year, to plan, evaluate and revise the program based upon state updates, candidate feedback, the mid-year survey and analysis of benchmark data.
16. Provide updates to the Leadership Team via email, as needed.
17. Submit recommendation to CTC for a California Clear Administrative Services Credential for those who hold a Preliminary Administrative Services Credential and successfully complete the program requirements.



PLACER COUNTY OFFICE OF EDUCATION
ADMINISTRATIVE SERVICES CREDENTIAL
CLEAR INDUCTION PROGRAM CONSORTIUM

Memorandum of Understanding

July 1, 2019 - June 30, 2020

ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other legally protected class in accordance with all applicable Federal and State laws and regulations.

Candidate Employment Status

Candidates are, and shall remain, District employees for any and all purposes throughout the term of this MOU. Candidates shall not be considered an employee, agent, representative, nor independent contractor of PCOE for any purpose whatsoever. District shall assume full responsibility for its employees.

Indemnity - Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of either party, its officers, agents, or employees.

Termination - Either party may terminate this MOU by giving the other party at least thirty (30) calendar days written notice. In the event of early termination of this MOU, PCOE shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.

The undersigned represent all collaborative partners of this MOU and commit to insuring the successful implementation, monitoring, and assistance needed for completion of the ASCC Induction Program.

Western Placer Unified School District

By: _____

Signature of Authorized Official

Title: _____

Date: _____

Placer County Office of Education

By: _____

Gayle Garbolino-Mojica

Title: _____

Date: _____

Please sign and return original to Shelly Hollowell, PCOE Induction, 360 Nevada St., Auburn, CA 95603

**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 Teacher's Association
and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabe Simon, Ed.D. *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Agreement

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and the Western Placer Teacher's Association approve of this memorandum of understanding (MOU). This MOU is related Professional Learning Communities.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreement between Western Placer Unified and the Western Placer Teacher's Association.

Memorandum of Understanding For “Early Release Days”

This memorandum of understanding is the resolution between the Western Placer Unified School District ("WPUSD") and the Western Placer Teachers Association ("WPTA") regarding the Early Release Days for the 20189-201920 school year. The following activities are at the District's Discretion. If implemented, both parties will adhere to the following agreement:

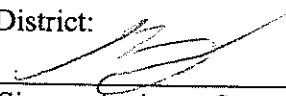
1. WPUSD and WPTA are committed to meeting the goals of the district LCAP and agree that as a Professional Learning Community (PLC) we can achieve these goals. A PLC collectively focuses on ensuring the learning and well-being of all students and the District LCAP goals capture our commitment to this. To achieve our LCAP goals we realize that dedicated PLC time is necessary to support the critical work we must do. Therefore, the District 20189-201920 calendar (see 20189-201920 District Calendar attached as Exhibit A) will reflect Early Release Mondays (ERM) to be utilized solely to support the work of our PLC in achieving our LCAP goals. Up to four (4) ERMs may be scheduled for cross-district articulation to support PLC work. All other ERMs will be utilized at site discretion for PLC work, which may include additional cross-district articulation days if sites deem them necessary.
2. The PLC process requires, through a continuous cycle, improvement upon:
 - Learning Environments
 - A guaranteed and viable curriculum
 - Effective First Instruction
 - Progress Monitoring
 - Intervention
 - Enrichment

Thus, the PLC work done during Early Release Mondays will be reflective of the aforementioned areas. Administration and WPTA unit members will participate in the PLC process to develop, implement, monitor and adjust practices that align with our belief that all kids can achieve at high levels and our commitment to ensuring all students do. ~~It will be the responsibility of administration to support, guide, coach, and/or facilitate the PLC process to ensure focus is kept on the key area listed above and thus student achievement. Every attempt shall be made to maximize the time provided on Early Release Mondays for PLC work. This means that~~ **To accomplish this work**, PLC teams should be meeting for no less than one (1) hour at the elementary and middle school levels and for no less than fifty (50) minutes at the high school level. Start times for PLC collaboration may vary from site to site and within a site. Members not in a traditional PLC based on assignment will be required to fulfill the same PLC time commitments within a flexible schedule and will notify admin. **It will be the responsibly of site administration to hold PLCs and their members accountable to this work by supporting, coaching, and/or guiding the PLC process to ensure the focus is kept on the key areas listed above and thus student achievement.**

3. Early Release Days around quarter, trimester and semester grading periods will be utilized as follows:
 - a. PLCs may utilize one Early Release Monday around quarter (middle and high school) and trimester one and two (elementary) grading periods for the purpose of preparing grade reports. PLCs must work together to choose a Monday in advance and notify admin of chosen date.
 - b. Early Release Days at the end of trimester one (including Monday if applicable) are for the purpose of parent conferences at the elementary and middle school levels. High school will follow a normal, full day, schedule during this time.
 - c. Early Release Days at the end of semester one are for the purpose of preparing grade reports at the middle and high school levels. Elementary level will also have Early Release Days and the time will be utilized at the discretion of school sites as mutually agreed upon by unit members and site administration.
 - d. Early Release Days at the end of the school year (semester two/trimester three) are for the purpose of preparing grade reports at the elementary, middle and high school levels.
4. A minimal amount of preparation work outside of normal information gathering and assessment acquisition responsibilities may be required of unit members.
5. The Parties understand that this MOU addresses the time on Early Release Days and does not modify any current Agreement regarding the remainder of the school day. The teacher workday ends at the normal site time.
6. Both Parties acknowledge that there is a need to provide ongoing first time and refresher training for staff engaged in the PLC process as well as additional targeted training/coaching for key District and WPTA leadership so that collectively we are equipped to operate successfully as a PLC. Consequently, The District is committed to allocating resources to support ongoing training/coaching.
7. To assist in the implementation of the PLC process and this MOU, WPUSD and WPTA will maintain an oversight committee made up of three WPUSD and three WPTA members. Concerns related to the PLC process and/or this MOU will be forwarded to this committee in lieu of the grievance process.
8. This agreement will be reviewed by both parties during the 20189-201920 school year.

Dated: 6/18/19

For the District:


Gabriel Simon, Assistant Superintendent
of Personnel Services

Dated: 6/18/19

For WPTA:


Barret Hess, Chief Negotiator



WESTERN PLACER UNIFIED SCHOOL DISTRICT

2019-2020 Student/Teacher Calendar

DATES TO REMEMBER:

- First Day of School for Students
- Last Day of School for Students

August 15th
June 5th

New Teacher Day
Site/Teacher Day (1/2 Site, 1/2 Teacher)
Certificated PD/Collaboration Day
Teacher Day

August 9th
August 12th
August 13th
August 14th

District Staff Development Day October 14th

SCHOOL NOT IN SESSION:

Independence Day July 4th
Labor Day September 2nd
Non ADA Days October 3 - 7th
Veterans' Day November 11th
Thanksgiving Break November 25th - 29th
Winter Break-Christmas Dec. 23rd - Jan. 3rd
Martin Luther King, Jr. Day January 20th
President's Day February 13th - 17th
Spring Break April 6th - 13th
Memorial Day May 25th

PUPIL DAYS

August = 12 February = 17
September = 20 March = 22
October = 19 April = 16
November = 15 May = 20
December = 15 June = 5
January = 19 **TOTAL PUPIL DAYS = 180**

TOTAL TEACHER DAYS = 184

- First Quarter Ends (MS/HS) - October 25th
- First Trimester Ends (Elem) - November 8th
- First Semester Ends (MS/HS) - December 20th
- Second Trimester Ends (Elem) - February 28th
- Third Quarter End (MS/HS) - March 20th
- Second Semester/Third Trimester Ends - June 5th

Early Release Days: ☒

November 18-22, 2019 Early Release for K-8 ONLY
December 16-20, 2019 Early Release for K-12
June 1-5, 2020 Early Release for K-12
(Early release time - see school schedules)

Adopted: *March 6, 2018*

JULY 2019				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
AUGUST 2019				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
SEPTEMBER 2019				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
OCTOBER 2019				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
NOVEMBER 2019				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
DECEMBER 2019				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

JANUARY 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
FEBRUARY 2020				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
MARCH 2020				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
APRIL 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
MAY 2020				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
JUNE 2020				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

**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 Agreement
between Lozano Smith and Western
Placer Unified School District for Legal Services

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabe Simon, Ed.D. *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Agreement

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and Lozano Smith approve of this agreement. This agreement is for legal services for the 2019-2020 school year.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreement between Lozano Smith and the Western Placer Unified School District.



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2019, between the WESTERN PLACER UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

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

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

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

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

8. **TERMINATION.**

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

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

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

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

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

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

11. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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



PROFESSIONAL RATE SCHEDULE
FOR WESTERN PLACER UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

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

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 300 per hour
Associate	\$ 215 - \$ 275 per hour
Paralegal / Law Clerk	\$ 135 - \$ 155 per hour
Consultant	\$ 135 - \$ 195 per hour

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

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$300 - \$350 per hour.

2. BILLING PRACTICE

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

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

3. COSTS AND EXPENSES



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

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

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

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

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Western Placer Unified School District	Lozano Smith, LLP
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Scott Leaman Supt	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED 6/18/19	DATE EXECUTED 5/30/2019

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:

Agreement for Consulting Services between
Total Compensation Systems, Inc., and WPUUSD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent, Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Total Compensation Systems, Inc. (TCS) and Western Placer Unified School District. TCS will prepare an actuarial valuation to as of June 30, 2018. The valuation includes full audit support for two years plus all actuarial support that is required by CalPERS to maintain participation in the CERBT program.

The recent passage of GASB 74 and 75 require that actuaries include a "roll-forward" or "roll-back" calculation for every valuation cycle to determine second year accounting entries. Because of the additional work required, the passage of GASB 74 and 75 have the impact of increasing actuarial fees. The cost of the actuarial valuation plus roll-forward/roll back valuation is \$8,000.00; however, the District will receive a 10% reduction to \$7,200 if the signed contract and a check for one-half of the cost of the valuation is received by TCS prior to June 1, 2019.

RECOMMENDATION:

Administration recommends that the Board authorize administration to enter into agreement with Total Compensation Systems, Inc., to prepare an actuarial study as of June 30, 2018, per the attached agreement.

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of June, 2019 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Western Placer Unified School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until February 29, 2020, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"

TOTAL COMPENSATION SYSTEMS, INC.

Signed: _____



By: _____ Geoffrey L. Kischuk

Title: _____ President

Date: _____ April 16, 2019

"CUSTOMER"

WESTERN PLACER UNIFIED SCHOOL
DISTRICT

Signed: _____



By: _____ Carrie Carlson

Title: _____ Director of Business Services

Date: _____ 6/26/19

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results will be separated between four employee classifications. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested by Customer at the fee shown in Schedule 2. Services also do not include a funding valuation unless requested by Customer at the fee shown in Schedule 2

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$8,000. One-half, or \$4,000 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$4,000 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the "roll-forward" valuation a total of \$4,000 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the "roll-forward" valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$3,600 by June 1, 2019, all amounts shown above shall be reduced by 10%.

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,900 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting. Also in addition, to all of the above fees, Customer will pay Consultant \$1,800 for each "funding valuation" requested by Customer. Neither the meeting fee nor the fee for a "funding valuation" shall be subject to the above discount or to any other discounts.

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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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 Proposal for Advantage Services
Between Siemens Industry and
WPUSD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Routine Repair & Maintenance Budget

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

Siemens Industry has agreed to provide school site fire sprinkler inspection services for Western Placer Unified School District. These services include safety inspections for school site fire for a term of 5 years. Siemens Industry requires a 30 day written notice to cancel services. The term of this agreement will begin on July 15, 2019 and will cost \$32,930.00.

RECOMMENDATION:

Administration recommends the Board ratify the proposal for school site fire sprinkler inspection services between Siemens Industry and Western Placer Unified School District.



PROPOSAL

Western Placer Unified School

PREPARED BY

Building Technologies Division of Siemens Industry Inc.

PREPARED FOR

Western Placer Unified School District

DELIVERED ON

July 15, 2019

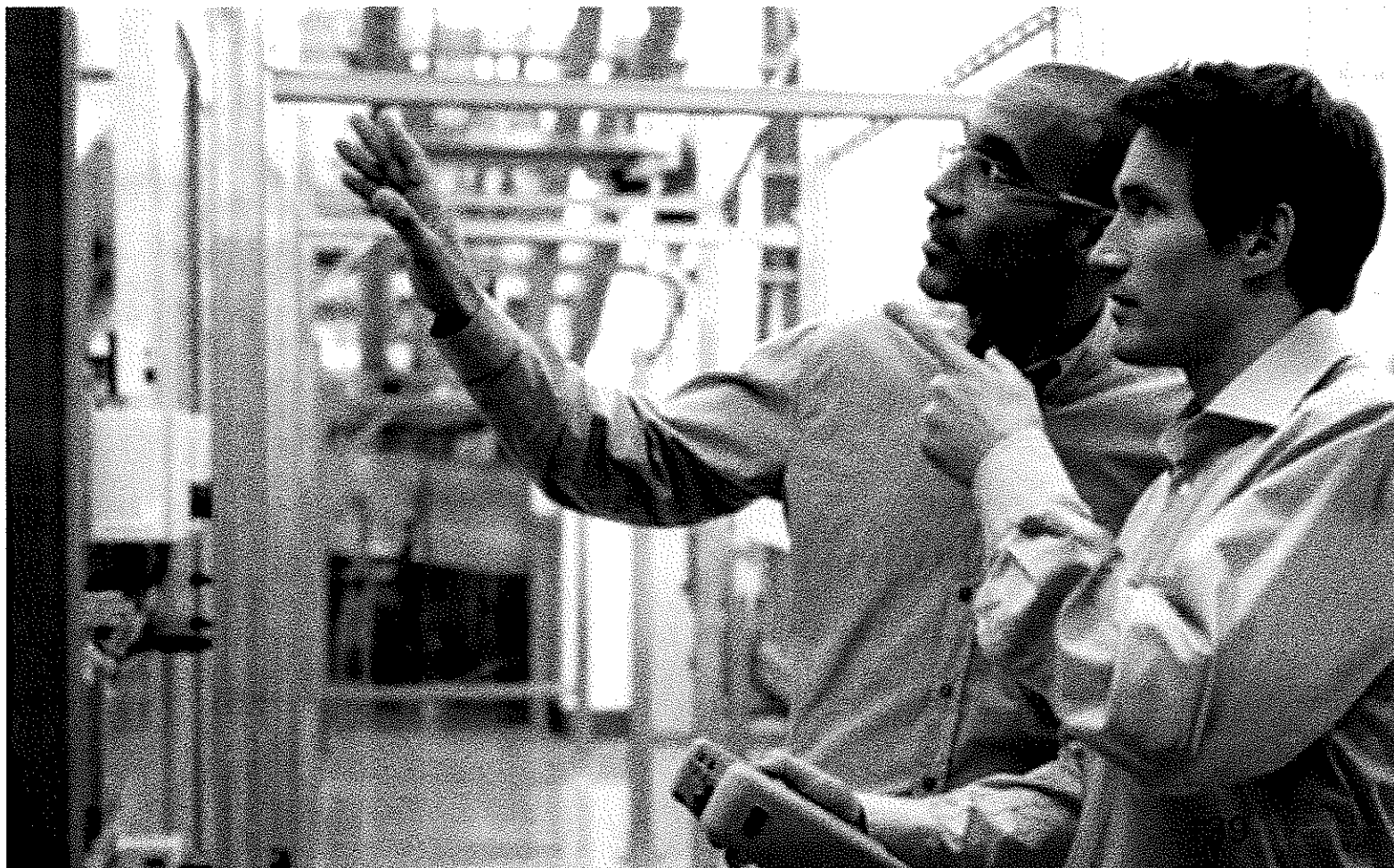


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Contact Information

Proposal #: 3174803
Date: July 15, 2019

Sales Executive: Lisa Tonis
Branch Address: 3650 Industrial Ave
Suite 100
California, 95691
Telephone: 9168499798
Email Address: lisa.tonis@siemens.com

Customer Contact: Stan Brandl
Customer: Western Placer Unified School District
Address: 2701 Nicolaus Road
Lincoln, Ca

Customer Facility Name: WPUUSD
Services shall be provided at: Various Locations

Sell Price

Total Quote Price

\$32,930.00

Scope of Work

5- Year Fire Sprinkler Inspection will be performed at the following locations:

Carlin C. Coppin Elementary- 150 E. 12th Street Lincoln Ca- (1) wet riser in shop

First Street Elementary - 1400 First Street Lincoln, Ca - (1) wet riser

Glen Edwards Middle School- 204 L Street Lincoln, Ca - (1) wet riser (stage only)

Twelve Bridges Elementary- 2450 East Ridge Drive Lincoln, Ca - (7) wet risers

Twelve Bridges Middle School- 770 West View Drive Lincoln, Ca - (12) wet risers

Lincoln School Farm- (1) wet riser

Lincoln Crossing Elementary - 635 Groveland Lane Lincoln, Ca - (11) wet risers

Lincoln High School - 790 J Street Lincoln, Ca - (2) wet risers

District Grounds- 2701 Nicolaus Road Lincoln, Ca - (1) wet riser

Foskett Ranch Elementary- 1561 Joiner parkway Lincoln, Ca - (8) wet risers

Exclusions

1. Hydrostatic testing or replacement of any fire hose.
2. Repairs of deficiencies found during inspections.

Payment Terms

Payment Terms Acceptance Agreement

The total price of: \$32,930.00 and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

Terms and Conditions Disclaimer

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of July 15, 2019. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: \$32,930.00

Terms & Conditions Link(s)

Terms and Conditions (Click to download)

Terms & Conditions

(http://w3.usa.siemens.com/buildingtechnologies/us/en/legal_information/Documents/Siemens-Projects-Business-Standard-Terms-and-Conditions-FINAL-US.pdf)

Attachment A

Riders (Click on rider below to download)

BT Fire Life Safety Rider

(http://w3.usa.siemens.com/buildingtechnologies/us/en/legal_information/Documents/Siemens Standard Terms - BT FLS Rider Final.pdf)

BT Mass Notification Rider

(http://w3.usa.siemens.com/buildingtechnologies/us/en/legal_information/Documents/Siemens Standard Terms - BT Mass Notification Rider Final.pdf)

BT Monitoring Rider

(http://w3.usa.siemens.com/buildingtechnologies/us/en/legal_information/Documents/Siemens Standard Terms - BT Monitoring Rider Final.pdf)

BT Software License Warranty

(http://w3.usa.siemens.com/buildingtechnologies/us/en/legal_information/Documents/Siemens Standard Terms -SOFTWARE LICENSE-WARRANTY RIDER Final.pdf)

BT Consulting Rider

(http://w3.usa.siemens.com/buildingtechnologies/us/en/legal_information/Documents/Consulting-Rider.pdf)

Signature Page

Proposed by:

Siemens Industry Inc.

Company

Lisa Tonis

Name

3174803

Proposal #

\$32,930.00

Proposal Amount

July 15, 2019

Date

Accepted by:

Western Placer Unified School District

Company

Audrey Kipatnick

Name (Printed)

Allen

Signature

Asst Supt of Business Svs and Operations

Title

7/16/19

Date

Purchase Order #

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:

Approve Proposal for Advantage Services
Between Siemens Industry and
WPUSD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Routine Repair & Maintenance Budget

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

Siemens Industry has agreed to provide school site fire extinguisher inspection services for Western Placer Unified School District. These services include safety inspections for all school site fire extinguishers for the 2019-20 school year. Siemens Industry requires a 30 day written notice to cancel services. The term of this agreement will begin on July 15, 2019 and will cost \$6,185.00.

RECOMMENDATION:

Administration recommends the Board ratify the proposal for school site fire extinguisher inspection services between Siemens Industry and Western Placer Unified School District.



PROPOSAL

Western Placer Unified School District

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

Western Placer Unified School District

DELIVERED ON

July 15, 2019

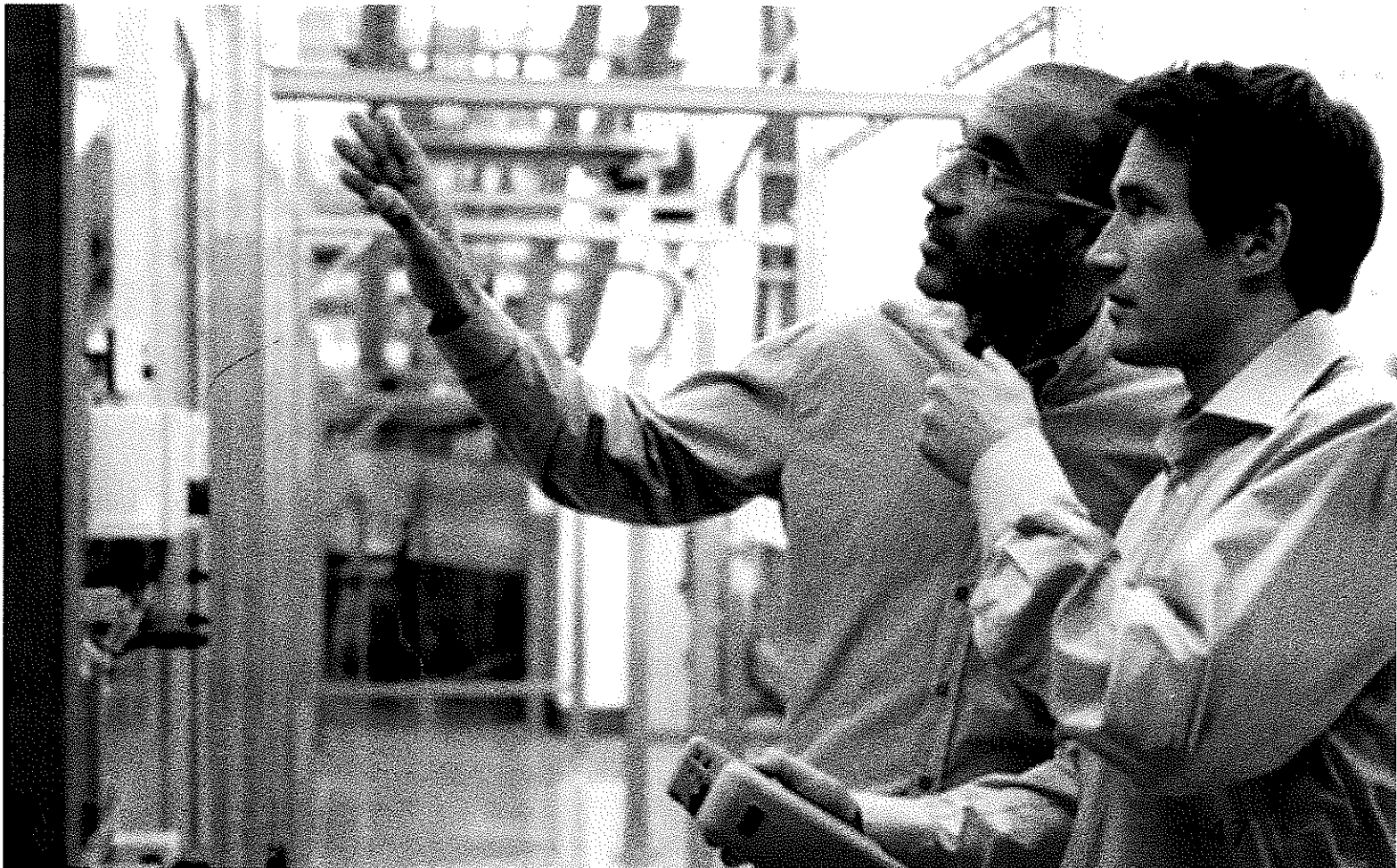


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Contact Information

Proposal #: 3891979
Date: July 15, 2019

Sales Executive: Lisa Tonis
Branch Address: 3650 Industrial Blvd.
Suite 100
California , 95691
Telephone: 9168499798
Email Address: lisa.tonis@siemens.com

Customer Contact: Stan Brandl
Customer: Western Placer Unified School District
Address: 2701 Nicolaus Road
Lincoln, CA 95648

Services shall be provided at: Various Locations
Lincoln, CA

Scope of Work

Price quoted includes:

1. Fire extinguisher extras:
- a. 6-year tear Down: 122

b. K-Class Hydro: 1

c. Dry Chem Hydro: 79

d. Condemned Extinguisher: 2 (supply new 5lb ABC)

Sell Price

Total Quote Price	\$6,185.00
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Payment Terms

Payment Terms Acceptance Agreement

The total price of: \$6,185.00 and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

Terms and Conditions Disclaimer

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of July 15, 2019. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: \$6,185.00

Terms & Conditions Link(s)

Terms and Conditions (Click to download)

[Terms & Conditions](#)

(www.siemens.com/download?A6V10946842)

Attachment A

Riders (Click on rider below to download)

[SI Fire Life Safety Rider](#)

(www.siemens.com/download?A6V10946164)

[SI Mass Notification Rider](#)

(www.siemens.com/download?A6V10946167)

[SI Monitoring Rider](#)

(www.siemens.com/download?A6V10946171)

[SI Software License Warranty](#)

(www.siemens.com/download?A6V10946180)

[SI Consulting Rider](#)

(www.siemens.com/download?A6V10946838)

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Lisa Tonis

Name

3891979

Proposal #

\$6,185.00

Proposal Amount

July 15, 2019

Date

Accepted by:

Western Placer Unified School District

Company

Andrey Kalpatnikov

Name (Printed)

[Signature]

Signature

Asst Supt of Business Svcs and Operations

Title

7/16/19

Date

Purchase Order #

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:

Ratification of Contract with Explorit Science
Center and WPUSD/Glen Edwards Middle School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Asst. Supt. Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

GEMS School Site Funds/Supplemental

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached service contract with Explorit Science Center provides Glen Edwards Middle School with a "Green World, Healthy People" assembly program on the evening of September 18, 2019. The contract will be paid for with school site and supplemental funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Explorit Science Center and WPUSD/Glen Edwards Middle School.



Explorit Science Center
PO Box 1288
Davis, CA 95617-1288

Green World, Healthy People

SERVICE CONTRACT

Jun 4, 2019

Reservation no.: 35798

Afton Stoelsen
Glen Edwards Middle School
204 L St.

Date: Wed, September 18, 2019

Time: 5-6:30

Lincoln, CA 95648

Fee: \$832.50, plus 99 cents per
round trip mile

Please inform Explorit if billing name and/or address is different than above.

Thank you for reserving *Explorit Science Center's Green World, Healthy People* program. We look forward to working with you on creating a successful program. Please read, sign, and return the contract below. Failure to return this contract may result in cancellation of the program.

AS HOST FOR THE **GREEN WORLD, HEALTHY PEOPLE** PROGRAM, WE AGREE TO:

- ☐ Provide contact information for the site coordinator and to arrange and promote the event.
- ☐ Read the confirmation packet included with this agreement.
- ☐ Provide a single large multi-purpose room (with water source and electrical outlets) for the event.
- ☐ Set up 15 large cafeteria style tables (or a suitable alternative) 3.5 hours prior to the start of the event.
- ☐ Make the room available to *Explorit* staff for set-up 3.5 hours prior to the start of the event.
- ☐ Arrange for school staff or a volunteer to greet *Explorit* staff, help unload the equipment and set-up the exhibits for approximately thirty minutes.
- ☐ Ensure that no food or drinks are consumed in the room during the event.
- ☐ Provide at least 15 adult or high school volunteers to assist during the event.
Volunteers should arrive at least 1/2 hour prior to event and plan to stay 1/2 hour after the event.

WE UNDERSTAND THAT:

- ☐ Full fees will be charged for events cancelled after **8/28/2019**.
- ☐ An invoice is sent separately by email. Payment is due within 15 business days of the date of the invoice.
- ☐ Overdue payments will result in 1.5% interest charge per month.
- ☐ Failure to comply with this contract may result in surcharge, program modification, or program cancellation.

School administrator's signature

Date

THIS CONTRACT MUST BE SIGNED AND RETURNED TO EXPLORIT BY **6/25/2019**.

Mail to: Explorit Science Center, P.O. Box 1288, Davis, CA 95617-1288.

Please keep a copy for your records.

Green World, Healthy People

EVENT DAY SCHEDULE

<u>Time</u>	<u>Description</u>
Before 1:30 pm	Site staff sets up tables
1:30 – 2:00 pm	<i>Explorit</i> arrives and unloads van with volunteer assistance
2:00 - 4:30 pm	<i>Explorit</i> sets up activities
4:30 – 5:00 pm	Volunteers (15 or more) arrive for orientation
5:00 – 6:30 pm	<i>Green World, Healthy People</i>
6:30 – 6:45 pm	Volunteers and <i>Explorit</i> pack activities

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


SUBJECT:

Ratification of Agreement with PCOE and
Western Placer Unified School District –
Child and Adult Care Food Program

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Food Services Program Revenues

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with PCOE and Western Placer Unified School District for the District Food Services program to supply meals for the PCOE Preschool Program. The services include preparation and supply of meals to Coppin C. Elementary School and First Street Elementary School for the 2019-20 school year. The funds received from providing the meals will go directly into the Food Services program.

RECOMMENDATION:

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


Placer County Office of Education

360 Nevada Street, Auburn, CA 95603
 (530) 889-8020 • Fax (530) 886-5841 • www.placercoe.k12.ca.us

Gayle Garbolino-Mojica, County Superintendent of Schools

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement for professional services ("Agreement") is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of the Placer County Office of Education ("PCOE"), and Western Placer Unified School District ("Consultant"). This Agreement is effective when signed by PCOE and Consultant and for reference only is dated June 4, 2019.

1.0 SCOPE OF WORK

PCOE hereby hires Consultant as an independent contractor to provide professional services as described in attachment A to this Agreement.

2.0 MODIFICATION

The scope of work and any other terms of this Agreement may be modified only by the written approval of both parties.

3.0 TERM AND TIME OF COMPLETION

This Agreement shall remain in force and effect from July 1, 2019 through June 30, 2020. Consultant agrees to complete all services and other duties contained within attachment A on or before June 30, 2020.

4.0 MANNER AND AMOUNT OF PAYMENT

For the performance of the professional services described in Section 1.0, PCOE shall pay a fee to Consultant as described in attachment A.

5.0 PAYMENT SCHEDULE

Payment shall be made to Consultant after the work is completed as provided for in attachment A. Notwithstanding any other terms of this Agreement, payments shall be made to Consultant when PCOE is satisfied that the work agreed to herein has been completed pursuant to the terms of this Agreement.

6.0 TRAVEL REIMBURSEMENT

Reimbursement for professional services shall not include travel time. Travel costs are the Consultant's responsibility and are inclusive in their fee.

7.0 WARRANTY

Consultant warrants that it has the expertise and experience and/or has individuals available to help in the performance of professional services as set forth in Section 1.0 in a manner consistent with generally accepted standards of Consultant's profession. Consultant further warrants that said services will be performed in conformance with all applicable federal, state, and local laws and regulations.

8.0 RECORDS

Consultant shall maintain at all times complete records with regard to professional services performed under this Agreement and when requested, in a form mutually agreed to by the parties prior to the execution of the Agreement. PCOE shall have the right to inspect such records including receipts at any reasonable time. As an alternative to inspection, Consultant may furnish copies of the requested records to PCOE.

9.0 WORK PRODUCT AND CONFIDENTIALITY

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by Consultant within the course and scope of this Agreement, shall be as specified below the property of:

- a. ☐ PCOE _____
- b. ☐ Agency _____
- c. ☒ Not Applicable _____

Consultant acknowledges that all information, communications, and work product made by, received by, transmitted by, or in the possession of Consultant as a result of this Agreement, may be confidential when subject to certain legal rights and privileges including, but not limited to, Attorney-Client Privilege and the Work Product Doctrine. Consultant agrees to take no action or otherwise fail to act that would jeopardize these rights and privileges.

10.0 STATUS OF CONSULTANT

Consultant is an independent contractor and not an employee of PCOE and is responsible for payment of all federal, state and local payroll taxes for and on behalf of Consultant and Consultant's employees. Nothing in this Agreement shall be interpreted or construed as creating an employment relationship between Consultant and PCOE. Consultant shall not unless authorized by PCOE, act or appear to act as an authorized representative of PCOE.

Consultant is responsible for maintaining appropriate tax related records. Consultant agrees that no taxes or deductions will be withheld from the payments made by PCOE to Consultant and that no taxes will be paid by PCOE on Consultant's behalf to any governmental taxing body. Further, in the event that PCOE is determined to be the employer of Consultant and is obligated thereby to pay any taxes or charges to any taxing body as a result of that determination, Consultant agrees to indemnify and hold harmless PCOE for all sums paid by Consultant to the taxing bodies and any expenses incurred incidental thereto, including attorneys' fees and costs.

11.0 LICENSING OF CONSULTANT

Consultant is required to provide PCOE upon request, copies of any credentials certificates, permits, licenses, etc. that are required for the completion of the work agreed to herein.

12.0 INSURANCE

Any worker's compensation insurance required as a result of this Agreement shall be the responsibility of Consultant.

Unless otherwise agreed, Consultant shall maintain general liability insurance, including automobile coverage, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury, property damage, and personal injury liability. When requested, the coverage shall be primary as to PCOE and shall name PCOE as an additional insured. In addition, Consultant shall maintain professional Errors & Omission liability insurance when requested by PCOE, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Unless otherwise agreed, copies of all policies or certificates of worker's compensation and liability insurance shall be provided to PCOE within ten (10) days of signing of this Agreement.

13.0 FINGERPRINT CLEARANCE

Prior to the execution of this Agreement, Consultant's employees, agents, contractors, or subcontractors who perform services of the type that, as determined by PCOE, will have more than limited contact with students, must have completed the Department of Justice's criminal background check through Live Scan fingerprinting and have the results electronically reported to the Consultant. Consultant must certify in writing that individuals who will have more than limited contact with students have no arrests pending or convictions of a violent or serious felony. (See Penal Code §§ 667.5 and 1192.7). A signed Consultant certification form as provided by PCOE will be submitted to PCOE upon request.

If the Consultant is the sole provider of the professional services described in Section 1.0 above, and the service, as determined by PCOE, is the type of consultant that will have more than limited contact with students, then Consultant as the sole provider of the service must complete directly through PCOE the DOJ criminal background check by live scan fingerprinting. PCOE shall then determine the clearance for the purpose of Consultant providing services to PCOE.

14.0 LOCATION OF WORK

Consultant when requested by PCOE shall perform professional services at the sites specified in attachment A or as directed by PCOE.

15.0 TERMINATION

Unless otherwise agreed, this Agreement may be terminated at any time by PCOE or Consultant upon giving thirty (30) days advance written notice. Such notice shall be personally served or given by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service. In the event of termination without cause, Consultant shall be paid for work performed up to and including the date of termination within the scope of work as identified in Section 1.0 above.

In addition, PCOE may terminate this Agreement for cause should Consultant fail to perform any part of this Agreement. Termination shall not relieve Consultant of any obligation or liability incurred prior to termination. In the event of a termination for cause, PCOE may secure the agreed upon professional services from another Consultant. If the cost to PCOE exceeds the cost of providing the services agreed upon herein, Consultant shall pay the additional cost.

16.0 **NOTICES**

All written notices required pursuant to this Agreement shall be sent to the following addresses:

Placer County Office of Education
Attention: County Superintendent of Schools
360 Nevada Street
Auburn, CA 95603

Consultant's Name and Address
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648

17.0 **CONFLICT OF INTEREST**

Consultant attests that it has no current business or financial relationship with PCOE employees or other PCOE providers, vendors and independent contractors that would materially interfere or conflict with this Agreement and Consultant, without the consent of PCOE, shall not enter into any such business or financial relationship with any such employees or providers, vendors or independent contractors during the term of this Agreement.

18.0 **NONDISCRIMINATION**

During the performance of this Agreement, Consultant and any of Consultant's employees, agents, contractors, or subcontractors involved in performing the scope of work, shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate, harass or allow harassment against any person because of race, sex, sexual orientation, gender, gender identity, gender expression, color, ancestry, creed, nationality, national origin, ethnicity, ethnic group identification, mental or physical disability, medical condition, genetic information, age, marital status, or military and veteran's status.

19.0 **HOLD HARMLESS AND INDEMNIFICATION**

Each party agrees to indemnify, defend, and hold harmless the other party and its employees, officers, and agents from and against all liability or claims for injury or damage to persons or property arising out of or from the breach of this Agreement, or from any negligent or intentional acts or omissions of either party, its employees, officers, and agents, in connection with the performance of this Agreement.

20.0 ATTORNEY'S FEES

If any litigation is initiated to enforce or declare rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief to which the party may be entitled.

21.0 SEVERABILITY

In the event that any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

22.0 NON-ASSIGNABILITY

This Agreement and the rights and duties hereunder shall not be assigned in whole or in part without the express written consent of the parties.

23.0 BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties and their representatives, heirs, successors and assigns.

24.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than PCOE and Consultant.

25.0 GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

26.0 JURISDICTION AND VENUE

Jurisdiction and venue in the event of any litigation or action commenced by one party against the other, shall be only in a court in California having subject matter jurisdiction in Placer County, California. Each party hereby expressly consents to the personal jurisdiction of and in the venue of the foregoing courts.

27.0 AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to all terms. No ambiguity shall be construed against PCOE.

28.0 COUNTERPARTS

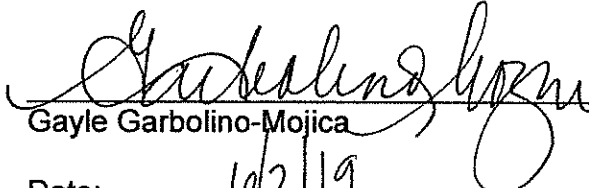
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

29.0 ENTIRE AGREEMENT


This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

PLACER COUNTY SUPERINTENDENT OF SCHOOLS


 Gayle Garbolino-Mojica
 Date: 6/2/19

CONSULTANT


 Print or type name Audrey Kilpatrick
 Asst Supt of Business Svcs and Operations


 Signature

6/30/19
 Date

WPUSD
 Business License No.

600 Sixth Street #400
 Address

Lincoln CA 95648
 City and State

916-645-6350
 Phone No.

akilpatrick@wpusd.org
 Email Address

ATTACHMENT A

WHEREAS, it is not within the capability of PCOE to prepare specified meals under the Child Care Food Program (CCFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Consultant are adequate to supply specified meals to the PCOE's facilities; and

WHEREAS, the Consultant is willing to provide such services to PCOE on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE CONSULTANT AGREES TO:

1. Prepare and supply the meals inclusive of milk to Coppin (Carlin C.) Elementary School at 150 East 12th Street, Lincoln, CA 95648 and First Street Elementary School at 1400 1st Street, Lincoln, CA 95648. Breakfast will be called in by 8:30 a.m. for an 8:50 a.m. pick up. Lunch will be called in by 11:30 a.m. for an 11:50 a.m. pick up. A.M. snack will be called in by 8:30 a.m. for an 8:50 a.m. pick up. P.M. snack will be called in by 12:45 p.m. for a 1:00 p.m. pick up. All in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast:	\$1.75 each
Snack:	\$1.00 each
Lunch:	\$3.25 each

2. Provide PCOE, for approval, a proposed menu for each month at least ten (10) days prior to the beginning of the month to which the menu applies. Any changes to the menu made after PCOE approval must be agreed upon by PCOE and documented on the menu records.
3. Assure that each meal provided by Consultant under this contract meets the minimum nutritional requirements as specified by the Child Care Food Program meal pattern, from the regulations 7 CFR part 226.20.
4. Maintain full and accurate records which document: (1) the menus listing all meals provided to PCOE during the term of this contract, (2) a listing of all nutritional components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Consultant agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Buying Guide when calculating and recording the quantity of food prepared each meal.
5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to PCOE, of the meal components and quantities itemized in the meal preparations records.

6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for PCOE. Meal count documentation must include the number of meals requested by PCOE.
7. Allow PCOE to increase or decrease the number of meal orders, as needed, when the request is made at least forty-eight (48) hours prior to the scheduled delivery time.
8. Present to PCOE an invoice accompanied by reports no later than the fifteenth (15th) day of each month which itemizes the previous month's delivery. The Consultant agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery or do not otherwise meet the meal requirements contained in this Agreement.
9. Provide PCOE with a copy of current health certifications for the food service facility in which it prepares meals for use in CCFP. The Consultant shall ensure that all health and sanitation requirements of the California Retail Food Facilities Law, Chapter 4 of the California Health and Safety Code, are met at all times.
10. Operate in accordance with current CCFP and federal procurement regulations.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by PCOE, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting office for audit or administrative review at a reasonable time and place.
12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

PCOE AGREES TO:

1. Request by telephone an accurate number of meals (all meals will be picked up at each respective kitchen by PCOE) on each day. The number of breakfasts shall be based on current preschool enrollment and shall not exceed twenty-four (24) per class.

Notify Consultant of necessary increases or decreases in number of meal orders at least forty eight (48) hours prior to the scheduled pick up time. Errors in meal order counts made by PCOE shall be the responsibility of PCOE.

2. Ensure that a PCOE representative is available at the specified time on each specified day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of

each meal service delivery. PCOE assures the Consultant that this individual will be trained and knowledgeable in the record keeping and meal requirements of CCFP, and in health and sanitation practices.

3. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Consultant.
4. Notify the Consultant within five (5) days of receipt of the next month's proposed menu of any changes, additions or deletions which will be required in the menu request.
5. Provide the Consultant with a copy of 7 CFR Part 226; the Child Care Food Program (CCFP) Meal pattern, Schedule B; the CNFDD Simplified Buying Guide and all other technical assistance materials pertaining to the food service requirements of CCFP. PCOE will, within 24 hours of receipt from the CDE/CCFP, advise the Consultant of any changes in the food service requirements of the CCFP.
6. Pay the Consultant by the thirtieth (30th) day of each month the full amount as presented on the monthly itemized invoice. PCOE agrees to notify the Consultant of any discrepancy in the invoice.
7. Meal cancellations that may be necessary such as holidays will be provided to the school site kitchen within 72 hours or a cancellation fee of \$50.00 will be charged to PCOE.

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 STOPit
Solutions and WPUSD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Asst. Supt. – Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Schools Insurance Group

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with STOPit Solutions and Western Placer Unified School District. The services include online access for middle and high school students to report anonymous incidents through the STOPit platform. The cost of services is paid for by School's Insurance Group.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between STOPit Solutions and Western Placer Unified School District.



SIG Has Paid for your School District to Get STOPit, IMS, and STOPit's Reporting Hotline!

SIGN UP TODAY

School District Information

STOPit promotional materials will be shipped to this address

District Name Western Placer Unified School District

Address 600 6th Street, Suite 400

City Lincoln

State CA

Zip Code 95648

Account Administrator

Your Account Administrator will set up your STOPit account

Name Audrey Kilpatrick

Title Assistant Superintendent, Business & Operation

Email akilpatrick@wpusd.org

Phone 9166456350

Additional Information

Tell us about your School District

Total # of Students 7100

of Elementary Schools 7

of Middle Schools 2

of High Schools 2

Please proceed to complete the STOPit Subscription Agreement & Contact Form

SIG INSUREDS SUBSCRIBER AGREEMENT

This Subscriber Agreement (this "Agreement") is made effective as of 7/29/2019 ("Effective Date"), by and among Inspirit Group, LLC, d/b/a STOPit, a Delaware limited liability company, having its principal place of business at 101 Crawfords Corner Rd., Suite 4 105-R, Holmdel, NJ 07733 ("STOPit"), and [Western Placer Unified School District], having its principal place of business at [600 6th Street, Suite 400 Lincoln CA 95648] ("Subscriber").

1. **Subscription Service.** Pursuant to the terms of this Agreement, which govern STOPit's provision and Subscriber's use of the STOPit services ("Services"): (i) STOPit shall provide online access to, and allow Subscriber and an unlimited number of Subscriber's employees and contractors to use, STOPit ADMIN; and (ii) Subscriber will have the right to authorize that number of individuals associated with its organization ("Users"), as specified in the order form submitted by Subscriber ("Order Form"), to access, download and use the STOPit application tool ("Application"). STOPit ADMIN and the Application are referred to as the "STOPit Platform."
2. **Restrictions and Limitations.** Subscriber shall not, and shall not allow any third party, including any employee, contractor or User, to use the STOPit Platform for any purpose other than its intended purpose, without violating any applicable laws or regulations or the rights of any person, and, with respect to the Application, pursuant to STOPit's online Application Terms of Use. Subscriber agrees that: (i) the ability to use certain Application Features will depend on various technical factors, such as the availability and quality of third party network services, which are not within STOPit's control and for which STOPit shall have no responsibility; (ii) STOPit owns all right, title and interest in and to the STOPit Platform and all related technology and content developed or generated by or for, or acquired by, STOPit.
3. **Fees and Payment.** STOPit and Subscriber acknowledge and agree that the fees payable in consideration for Subscriber's rights under this Agreement shall be borne and paid for by Schools Insurance Group (SIG), to which Subscriber belongs, pursuant to a separate Subscriber Agreement between SIG and STOPit, under which SIG shall have submitted an order form for the services provided by STOPit to Subscriber under this Agreement, including the number of Users ("Order Form").
4. **Compliance with Laws, Privacy, Data and Confidentiality.** Each party agrees that, in providing or making any use of the Service, it shall comply with all state, provincial and federal laws, regulations and rules that apply to it, including those regarding the transmission, collection, storage or protection of personal information and data via the Application, including, without limitation, the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act. Upon termination or expiration of this Agreement, STOPit shall have the right to delete any identifiable data or personal information that may be residing on the STOPit Platform using the highest commercial measures to protect against its unauthorized access or use. Prior to STOPit's deletion of any such data or personal information, STOPit shall provide Subscriber with written notice of such deletion, and upon the written request of Subscriber, STOPit shall, to the extent allowed by law provide a full download of incident related data to Subscriber in a mutually agreed format. In no event shall STOPit delete any such data or personal information (i) that is required to be maintained by law; or (ii) until 60 days have passed since STOPit provided Subscriber with written notice of such deletion. STOPit and SIG shall have the right to maintain all organizational and incident metadata for use in statistical reporting and analysis, and to retain any data as may be required by law. Each party shall use reasonable care to safeguard the confidentiality of the other party's non-public information ("Confidential Information") disclosed to it. STOPit's non-public information includes all information regarding the STOPit Platform and all financial terms.
5. **Term and Termination.** This Agreement commences on the Effective Date and, unless terminated as set forth herein, continues for such period as set forth in the Order Form, or, if no period is set forth in the Order Form, for a period of one (1) year. Except as otherwise specifically provided in the Order Form, this Agreement shall automatically renew for an additional term of one (1) year ("Renewal Term"), at the rates agreed upon in the Order Form or otherwise between SIG and STOPit, unless either party gives the other party notice of non-renewal at least ninety (60) days prior to the end of the then-current term. A party may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. However, Subscriber acknowledges and agrees that the fees payable in consideration for Subscriber's rights under this Agreement are deemed earned upon payment and will not be refundable upon such termination.

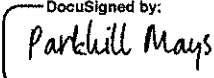
6. **Warranty Disclaimer.** STOPit DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. STOPit FURTHER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE WETIP SERVICES DESCRIBED ON THE ATTACHED INCIDENT MONITORING SERVICE RIDER. STOPit DOES NOT WARRANT THAT THE STOPit PLATFORM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. STOPit DOES NOT WARRANT THAT USE OF THE STOPit PLATFORM WILL PREVENT OR END ANY PARTICULAR INCIDENT OF INAPPROPRIATE CONDUCT. UNLESS AS AGREED OTHERWISE, IT IS SUBSCRIBER'S SOLE RESPONSIBILITY TO REVIEW ALL SUCH REPORTS, JUDGE THEIR ACCURACY AND TAKE ANY AND ALL APPROPRIATE ACTIONS. STOPit PROVIDES A TOOL TO ASSIST USERS IN CONTACTING SUBSCRIBER, BUT IT IS SOLELY SUBSCRIBER'S RESPONSIBILITY TO RESPOND TO OR ARRANGE FOR THE RESPONSE TO ANY INAPPROPRIATE CONDUCT.

7. **Indemnification.** Each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and its directors, officers, employees, agents, contractors and third party vendors (collectively, "Indemnified Parties"), from any loss, claim, liability, damage, judgment, award, cost or expense (including attorneys' fees) of any kind (collectively, "Losses") incurred or sustained by them in any action, suit, claim or proceeding of any kind brought by any person or entity (collectively, "Claims") related to or arising from any breach of the Indemnifying Party's obligations under this Agreement.

8. **General Provisions.** Except for obligations to make payments, neither party is responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification of this Agreement shall be effective unless set forth in a writing signed by the parties. This Agreement shall be governed by the laws of the State of New Jersey. Each party consents to the exclusive jurisdiction of the state and federal courts located in Essex County, New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

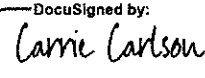
INSPIRIT GROUP, LLC
d/b/a STOPit

By: 
C966260932994A6...

Name: Parkhill Mays

Title: President & CFO

[SUBSCRIBER]

By: 
460EEAC8BCD1424...

Name: Carrie Carlson

Title: Director of Business Services



CONTACT FORM

Primary Emergency Contact

Name: Audrey Kilpatrick
Title: Assistant Superintendent, Business & Operations
Phone 1: 9166456350
Phone 2: 9166620098
Email: akilpatrick@wpusd.org

Secondary Emergency Contact

Name: Carrie Carlson
Title: Director of Business Services
Phone 1: 9166456350
Phone 2: 9166222113
Email: ccarlson@wpusd.org

Law Enforcement Contact

Agency Name: Lincoln Police Department
Phone: 9166454040
Email: doug.lee@lincolncalifornia.gov

Definition of an Emergency:

An Emergency is a report that reveals the potential for imminent threat to safety, imminent loss of life, imminent harm to the reporter or other third party, imminent sexual misconduct, a crime in progress, or other circumstance, in the judgement of the reviewer, that requires immediate action.

Contact Procedure

1. Agent determines the report is of an emergency nature
2. Agent contacts the Primary Emergency Contact by phone & email
3. (If Primary Contact is unavailable) Agent contacts the Secondary Emergency Contact by phone & email
4. Agent asks if report should be escalated to Law Enforcement Contact by phone & email

STOPit SERVICES RIDER

1. **Subscription Agreement.** This Rider shall serve as a supplement and annexed to the STOPit Subscriber Agreement (the "Agreement") executed in connection herewith. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
2. **Use of STOPit Services.** Subscriber has agreed to utilize STOPit Services offered in conjunction with Subscriber's use of the STOPit Platform and specified on an Order Form. Subscriber understands and acknowledges the provision of such services may involve access to and / or generation of Subscriber's reports by STOPit personnel or trusted third parties under the direct supervision of STOPit.
3. **Fees and Payment.** Subscriber shall pay all fees for STOPit Services, as specified on an Order Form, on terms prescribed within the Agreement.
4. **Statement of Consent.** By utilizing STOPit Services, Subscriber expressly consents, on its own behalf and on behalf of its users, to STOPit's access to and use of reports and information conveyed independently or through the STOPit Platform. Subscriber acknowledges and understands that STOPit will act upon such reports in accordance with its specific policies and procedures as they exist from time to time, and Subscriber provided emergency response procedures which may be provided by Subscriber prior to commencement of the STOPit Services.

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

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business Services

DEPARTMENT:

Business Services

MEETING DATE:

August 6, 2019

AGENDA ITEM AREA:

Consent

ENCLOSURES:

No

FINANCIAL INPUT/SOURCE:

Textbook Fund

ROLL CALL REQUIRED:

No

BACKGROUND:

Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling 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 items, located at Carlin C. Copping Elementary School Library, have been determined to be unusable, obsolete or no longer needed and the district desires to dispose of the textbooks by donating or recycling.

Per Education Code 17547, money received from the sale of surplus property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made (for example Textbook Fund or Facilities Fund).

RECOMMENDATION:

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

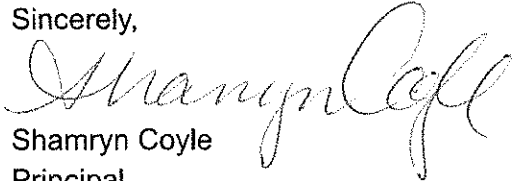
6/6/19

To Whom It May Concern:

We are requesting permission to donate or dispose of some obsolete reading materials from Carlin C. Coppin Elementary School. The items were purchased in the late 1990's for their guided reading program. Attached you will find the lists of the comprehensive leveled reading library collection from The Write Group and Rigby. With the new Common Core Standards and Board Approved adopted Language Arts curriculum this library has been unused at the school site for more than 10 years. The materials are obsolete and out of date for our current needs.

The collection is complete and organized by level. A complete list of titles is included for review. Each title has 8 books included, unless otherwise stated. This library is taking up valuable space which is needed on our growing campus for other purposes. We would like to be able to donate the books to a school where they may be used. They are all in very good condition. We hope you will consider our request.

Sincerely,

A handwritten signature in cursive script, reading "Shamryn Coyle". The signature is written in black ink and is positioned to the right of the printed name.

Shamryn Coyle
Principal

Resource Room Leveled Books

A - V

Level A *8 copies of each unless indicated	Level B *8 copies of each unless indicated
<p> Bike Parade, The Circus, The Farm, The Fruit Salad I Paint Miss Popple's Pets Ouch! Toy Box, A What Are You? Who Likes Ice Cream? Zoo, A </p>	<p> All of Me Ants Love Picnics Too Ball Game, The Buffy Camping Dancing Shoes Dear Santa Don't Wake the Baby Giant's Breakfast, The Hello Goodbye Jack-in-the-Box Let's Build a Tower Look Out! My Grandfather's Face My Home Is High Our Baby Our Garden Scrumptious Sundae, A Signs Water What Can Fly? What Has Spots? What Is Red? Who Made These Tracks? Who's Coming for a Ride? Yellow </p> <p> <u>With Cassettes</u> Off to Work (+BB) – 6 </p>

Level C

*8 copies of each unless indicated

Ben the Bold
 Best Place, The
 Blue Day – 7
 Bubbles
 Chew Chew Chew
 Climbing
 Don't Leave Anything Behind!
 Dressing Up
 Filbert the Fly
 Getting Ready for the Ball
 Hands
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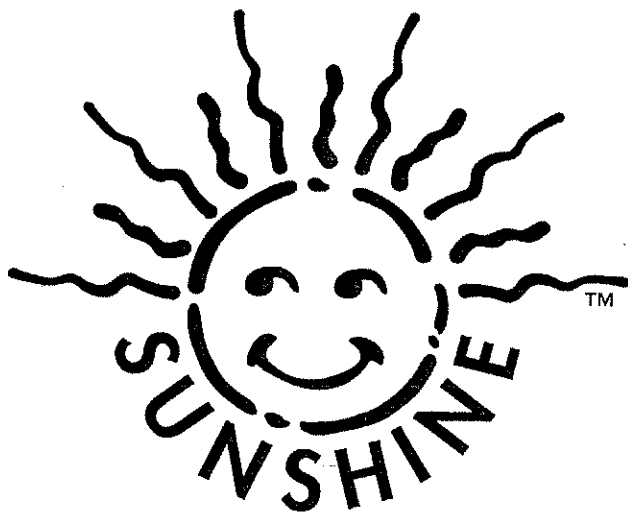
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Grade 1 Teacher Guide Volume 2

Planning for Shared and Guided Reading

SUNSHINE™ Grade 1 Teacher Guide, Volume 2:
Planning for Shared and Guided Reading

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We gratefully acknowledge the following people for writing sections
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Kathleen Adair, teacher, GA
Claudia Anderson, reading specialist, AZ
Dee Anderson, reading specialist, AZ
Mina Bingham, consultant, WA
Marcie Bovetz, consultant, WA
Faye Bowles, teacher, AZ
Nancy Burrill, teacher, WA
Cathy Carrillo, teacher, AZ
Laura Conlon, Wright Group trainer, IL
Robin Davis, teacher, MD
Millie Dearing, teacher, WA
Karen Eades, reading specialist, AZ
Mary Gaborko, special education teacher, CA
Jacqueline Herschberg, librarian, WA
Susan Hixson, reading specialist, AZ
Martha Howard-Sempert, teacher, WY
Patti Hussa, teacher, WY
Lana Kuxhausen, ESL teacher, WA
Nadene Lana, ESL teacher, WA
Catherine Letteer, resource specialist, CA
Katherine Maitland, reading consultant, MI
Jonnie Newcomer, reading specialist, CA
Jeanne Piña, bilingual teacher, MI
Mary Jean Ranberg, reading specialist, OR
Terry Rodriguez, reading consultant, OR
Marda Sanborn, vice-principal/teacher, WA
Heidi Shaver, support teacher, CO
Mary Skowronski, reading specialist, CT
Buffie Somers, special education classroom consultant, NE
Catherine Sototo, ESL teacher, WA
Lyn Swanson-Natsues, reading specialist, CA
Sonia Teder-Moore, museum educator, WA
Joy Warner, special education teacher, CO
Irene Williams, teacher, CA
Lois Williams, reading specialist, AZ
Mary Willis, ESL instructional assistant, WA
Pam Wills, reading specialist, AZ

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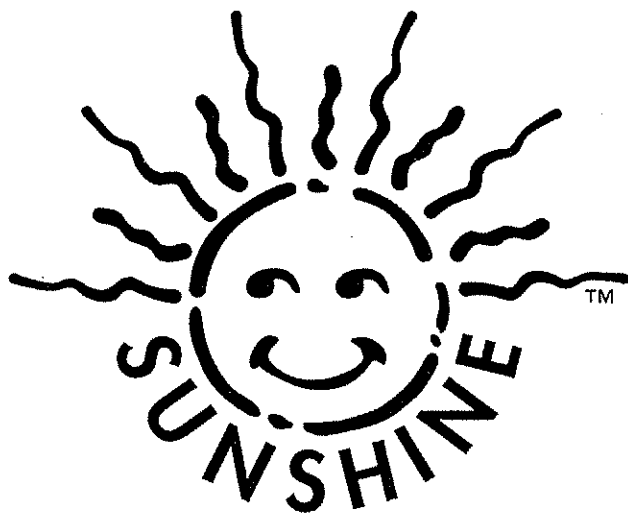
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Karen Eades, reading specialist, AZ
Susan Hixson, reading specialist, AZ
Donna Kingsley, teacher, NY
Ginger Koenig, teacher, AZ
Ann Marie Lentz, teacher, NC
Katherine Maitland, reading consultant, MI
Barry Neff, teacher, AZ
Cheryl Peden, teacher, CO
Linda Pils, teacher, WI
Jeanne Piña, bilingual teacher, MI
Mary Jean Ranberg, reading specialist, OR
Terry Rodriguez, reading consultant, OR
Marda Sanborn, vice-principal/teacher, WA
Buffie Somers, special education classroom consultant, NE
Carol Stamm, author, Canada
Connie Stewart, Wright Group trainer, WV
Lyn Swanson-Natsues, reading specialist, CA
Sonia Teder-Moore, museum educator, WA
Nancy Thomas, teacher, AZ
Lloyd Walzer, ESL teacher, WA
Joy Warner, special education teacher, CO
Irene Williams, teacher, CA
Lois Williams, reading specialist, AZ
Pam Wills, reading specialist, AZ
Jo Ann Wong-Kam, educational consultant, HI

This guide was created by the Wright Group development team.

Photography: Steve Young

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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

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services

DEPARTMENT:

Business Services

MEETING DATE:

August 6, 2019

AGENDA ITEM AREA:

Consent

ENCLOSURES:

No

FINANCIAL INPUT/SOURCE:

General Fund

ROLL CALL REQUIRED:

No

BACKGROUND:

Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling 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 items from Maintenance have been determined to be unusable, obsolete or no longer needed and the district desires to sell the Maintenance items through The Public Group, LLC., which is designed to ensure compliance with state regulations and policies. If items on the list do not sell or the cost to sell exceeds the estimated value, they will be disposed of by donation or dumping.

Per Education Code 17547, money received from the sale of surplus property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made (for example Building Fund or Facilities Fund).

RECOMMENDATION:

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

Surplus Items

Maintenance Items	Value	Location
14 Sewing Machines, Model 92C & Various Models	0.00	LHS
1 Stage Spotlight	0.00	LHS

An * indicates items that might be used within the 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 Agreement with
Scholastic Book Fairs and Western Placer
Unified School District – Creekside Oaks
Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Co-Curricular & Donations

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Scholastic Book Fairs and Creekside Oaks Elementary School for the 2019-20 school year. The services include delivery of materials and books to display for sale at the book fair. The book fair will be held at Creekside Oaks Elementary School on October 18 & 25, 2019. The cost of these services will be paid with Co-Curricular and donations.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Scholastic Book Fairs and Western Placer Unified School District.

Fall
2019

Scholastic Book Fairs (SBF)

Certificate of Agreement

We're in this together! From fair planning to delivery, a team of consultants will assist you every step of the way to make sure you have the best book fair ever.

Here are some of the helpful products and services we promise to provide you:

- Books and educational products
- A dedicated support and service team
- An online Toolkit full of planning resources & tools
- Quick and easy product restock
- Planning Kit & Setup Kit with how-to guides and promo materials
- Access to online shopping through The Scholastic Store
- The Book Fairs app for leveling, videos, and more
- Convenient point-of-sale system that allows you to accept all major credit cards

As a Scholastic Book Fairs (SBF) customer, the school or organization listed agrees to:

- Use SBF as the exclusive provider of all books, merchandise, and promotional materials during the book fair event.
- Store and display all merchandise, cash, checks, credit card machines and sale slips in a locked and secure location when not in use at your book fair.
- Make products for sale by you available to all qualified event attendees at the listed price designated by Scholastic.
- Collect sales tax as required by your state law, as purchases of books and educational materials from SBF are for resale.
- Repack all unsold products, supplies, and displays for pickup and/or return.
- Return all credit card machines, sale slips, point-of-sale machines, unsold products, and merchandising materials/displays to Scholastic Book Fairs promptly at the conclusion of the book fair.
- Process the book fair financial forms and payment within two (2) working days after the fair has ended.
- Review the following credit card security instructional information and comply with the following security procedures:
 - Do not share or distribute the credit card device or data taken on behalf of Scholastic Book Fairs (card numbers, card readers, etc.).
 - Do not write down or copy any data from a customer's credit card (i.e. card numbers, expiration date, or security codes.)
 - Credit Card terminals are not to be used for personal use/gain; devices are only to be used for transactions at Scholastic Book Fairs events.
 - If a credit card is found, please call the toll-free number on the back of the credit card, report the card lost, and request further directions from the credit card company.
 - All unattended devices or credit card receipts must be in a locked or secure location.
 - Do not connect the credit card device to any unauthorized networks.
 - Volunteers should use good and reasonable judgment in the event of any issues, or contact the chairperson or the EasyScan Hotline for guidance.
 - The book fair chairperson is responsible for informing all book fairs volunteers of this credit card security instructional awareness information provided by Scholastic. Acceptance of the Services

Agreement acknowledges notice of and agreement to this credit card security instructional awareness information.

Effective for fairs beginning August 1, 2019

Profit

If your book fair sales are \$2,500 and above, you may opt to take profit in all Scholastic Dollars, all cash, or you may take a combination of Scholastic Dollars and cash.

- When you elect to take a combination, Scholastic Dollars is worth double the value in cash.
- The total profit amount cannot exceed 25% of sales at cash value.
- Use the Profit Split page in the Financial Form to automatically calculate and optimize your profit and reward elections.

Scholastic Dollars Rewards

For sales \$2,500 and above you will earn a **5% reward** in Scholastic Dollars if you select all profit in Scholastic Dollars. You will not earn this reward if you elect to take all cash profit or a combination of profit.

Book Fair Sales	Scholastic Dollars Value		Cash Value
\$0 - \$1,499.99	30% of Sales		\$0
\$1,500 - \$2,499.99	40% of Sales		\$0
\$2,500 and up	50% of Sales	and/or	25% of Sales

A submitted copy of this Agreement confirms and secures your Book Fair dates, reserving product for your Fair.

Chairperson Information


| Book Fair Consultant

Elena Bessette
ebessette@wpusd.org
9162953404
Number of Fairs Organized: 4 or more
Role at School: Media Specialist

VALERIE BURTON
8007922002
vburton@scholasticbookfairs.com

School Information
CREEKSIDO OAKS ELEM SCHOOL
2030 1ST ST
LINCOLN, CA 95648
Account #: 280335

Fair Information
Fair Dates: 10/18/2019 to 10/25/2019
Fair ID #: 4292744

 6/21/19

Agreement Date: 04/07/2019

Asst Supt of Business Svs and Operations

Accepted Online Electronically

Note: Changes to this Services Agreement may be made at the discretion of Scholastic Book Fairs as permissible by law and/or as business conditions deem appropriate. We will notify you of any such changes by posting the revised Services Agreement in the Chairperson's Toolkit. Under certain circumstances, we may also notify you of changes to this Services Agreement by additional means, including, but not limited to, posting a notice on the Scholastic Book Fairs homepage, sending you an email if we have your email address, or by contacting you through your Book Fair consultant. At that time, you will have the opportunity to review and accept a new Services Agreement.



WESTERN PLACER
UNIFIED SCHOOL DISTRICT

Spring 2020

Michelle Rowe <mrowe@wpusd.org>

Scholastic Book Fairs Certificate of Agreement for Your Review

1 message

ebessette@wpusd.org <ebessette@wpusd.org>

Wed, May 29, 2019 at 10:02 AM

To: mrowe@wpusd.org

Spring 2020 COA for Book Fair

We're in this together! From fair planning to delivery, a team of consultants will assist you every step of the way to make sure you have the best book fair ever.

Here are some of the helpful products and services we promise to provide you:

- Books and educational products
- A dedicated support and service team
- An online Toolkit full of planning resources & tools
- Quick and easy product restock
- Planning Kit & Setup Kit with how-to guides and promo materials
- Access to online shopping through The Scholastic Store
- The Book Fairs app for leveling, videos, and more
- Convenient point-of-sale system that allows you to accept all major credit cards

As a Scholastic Book Fairs (SBF) customer, the school or organization listed agrees to:

- Use SBF as the exclusive provider of all books, merchandise, and promotional materials during the book fair event.
- Store and display all merchandise, cash, checks, credit card machines and sale slips in a locked and secure location when not in use at your book fair.
- Make products for sale by you available to all qualified event attendees at the listed price designated by Scholastic.
- Collect sales tax as required by your state law, as purchases of books and educational materials from SBF are for resale.
- Repack all unsold products, supplies, and displays for pickup and/or return.
- Return all credit card machines, sale slips, point-of-sale machines, unsold products, and merchandising materials/displays to Scholastic Book Fairs promptly at the conclusion of the book fair.
- Process the book fair financial forms and payment within two (2) working days after the fair has ended.
- Review the following credit card security instructional information and comply with the following security procedures:
 - Do not share or distribute the credit card device or data taken on behalf of Scholastic Book Fairs (card numbers, card readers, etc.).
 - Do not write down or copy any data from a customer's credit card (i.e. card numbers, expiration date, or security codes.)
 - Credit Card terminals are not to be used for personal use/gain; devices are only to be used for transactions at Scholastic Book Fairs events.
 - If a credit card is found, please call the toll-free number on the back of the credit card, report the card lost, and request further directions from the credit card company.
 - All unattended devices or credit card receipts must be in a locked or secure location.
 - Do not connect the credit card device to any unauthorized networks.
 - Volunteers should use good and reasonable judgment in the event of any issues, or contact the chairperson or the EasyScan Hotline for guidance.
 - The book fair chairperson is responsible for informing all book fairs volunteers of this credit card security instructional awareness information provided by Scholastic. Acceptance of the Services Agreement acknowledges notice of and agreement to this credit card security instructional awareness information.

Note: Changes to this Services Agreement may be made at the discretion of Scholastic Book Fairs as permissible by law and/or as business conditions deem appropriate. We will notify you of any such changes by posting the revised Services Agreement in the Chairperson's Toolkit. Under certain circumstances, we may also notify you of changes to this Services Agreement by additional means, including, but not limited to, posting a notice on the Scholastic Book Fairs homepage,

sending you an email if we have your email address, or by contacting you through your book fair consultant. At that time, you will have the opportunity to review and accept a new Services Agreement.

Effective for fairs beginning August 1, 2019

Profit

If your book fair sales are \$2,500 and above, you may opt to take profit in all Scholastic Dollars, all cash, or you may take a combination of Scholastic Dollars and cash.

- When you elect to take a combination, Scholastic Dollars is worth double the value in cash.
- The total profit amount cannot exceed 25% of sales at cash value.
- Use the Profit Split page in the Financial Form to automatically calculate and optimize your profit and reward elections.

Scholastic Dollars Rewards

For sales \$2,500 and above you, will earn a 5% reward in Scholastic Dollars if you select all profit in Scholastic Dollars. You will not earn this reward if you elect to take all cash profit or a combination of profit.

Book Fair Sales	Scholastic Dollars Value		Cash Value
\$0 - \$1,499.99	30% of Sales		\$0
\$1,500 - \$2,499.99	40% of Sales		\$0
\$2,500 and up	50% of Sales	and/or	25% of Sales

SCHOOL INFORMATION ON FILE:

CREEKSIDE OAKS ELEM SCHOOL
2030 1ST ST
LINCOLN, CA 95648
Account: 280335

FAIR INFORMATION ON FILE:

Dates: 03/27/20 - 04/03/20
Fair ID: 4368237

CHAIRPERSON INFORMATION ON FILE:

Elena Bessette
ebessette@wpusd.org
9162953404

BOOK FAIR CONSULTANT:

VALERIE BURTON
vburton@scholasticbookfairs.com 8007922002

Thank you,
Elena Bessette

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.

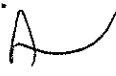
SUBJECT:

Ratification of Contract with
Balfour and Foskett Ranch
Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Student Donations

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Balfour and Foskett Ranch Elementary School. The services include printing of 225 yearbooks to be delivered in Spring 2020. The total cost of these services is \$2,812.50. It will be paid with student donations.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Balfour and Foskett Ranch Elementary School.



Taylor Publishing Company dba Balfour is hereby authorized as the official publisher of the publication described below.

Production Year 2020	Title of Book		Date 06-19-2019	Cust# 00000
School Foskett Elementary School		Address 1561 Joiner Parkway		Phone # Ext.
City Lincoln	State CA	Zip 95648	Email Address kcastillo@wpusd.org	Check here to receive email news & tips from Balfour <input checked="" type="checkbox"/>
Mr., Ms., Dr.	First Name Kelly	Last Name Castillo	Title Principal	
Copies 225	Pages 40	Trim Size 8	Cover Type <input checked="" type="checkbox"/> Softcover <input type="checkbox"/> Hardcover	Delivery Season <input checked="" type="checkbox"/> Spring <input type="checkbox"/> Sum-Fall
Requested Ship Date 05-15-2020		Cust Type <input type="checkbox"/> HS <input type="checkbox"/> JHS/MS <input checked="" type="checkbox"/> Elem	<input type="checkbox"/> K-12 <input type="checkbox"/> Univ <input type="checkbox"/> Fine Book	

COPY PREPARATION (Check one)

- ☐ BalfourTools® for Adobe InDesign®
 ☐ StudioWorks+®
 ☒ Encore®
 ☐ BalfourTools® with BalfourGO®
 ☐ StudioWorks+® with BalfourGO®
 ☐ myYear®

BAL4.TV		eYEARBOOK	
Activate Yearbook Project for BAL4.TV Codes: (add codes at studio.balfour.com) <input type="checkbox"/> Yes		Purchase: <input type="checkbox"/> School (one subscription for each printed yearbook) <input type="checkbox"/> Consumer (parent/student orders online, 50 minimum)	
Price Per Code		(School purchase only) Price per eYearbook	Estimated eYearbook Distribution Date

Category	Description	Quantity	Price	Total
Base	Base price with 40 pages	225	12.50	2,812.50
Paper	80# Gloss			0.00
Cover	Cover material gloss or matte included			0.00
Cover	Cover proof included			0.00
Cover	School Custom Design or Balfour Design			0.00
Endsheets	Stock Endsheets			0.00
Other	Shipping & Tax included			0.00

1st Deposit: \$ **843.75**
(30% of Total Est. Price)

2nd Deposit: \$ **1,265.62**
(45% of Total Est. Price)

Date: **11-15-2019**

Date: **03-15-2020**
(Final Copy Deadline)

Total Estimated Price: \$ **2,812.50**

The completed books will be shipped on a standard delivery schedule after the final copy shipment is received. Standard delivery schedules vary with product line. Failure to meet deadline requirements or to return proofs within the designated time will result in adjustments to the delivery schedule (ask your representative for other exceptions.) The company will make every effort to return submitted photographs and artwork, however the Company assumes no responsibility for their loss or damage. The company exercises no editorial control over the content of the book, and under Texas Law has no responsibility for its content.

This Contract is contingent upon Government regulations, strikes, fires, or acts of Providence. Prices shown are estimates based on the contract specifications. Changes in specifications can affect the final billing price. The Total Estimated Price shown above is

based upon the Company's current price list, which in turn is based upon current material, labor, and other costs. To compensate for cost increases that will be incurred by the Company in the event of delay in the production schedule, the following shall apply: If final copy is received by the Company after December 31 of the Production Year, the total price shall increase by an amount equal to 5 percent of the Total Estimated Price. Prices are contingent on the Company's ability to obtain materials at a reasonable price. Should our suppliers increase their prices by an unexpected amount, the Company may be required to adjust prices accordingly. The Company will notify the Customer prior to manufacture of any such price adjustments.

Applicable sales taxes will be added to the final invoice unless the Customer furnishes evidence of tax-exempt status. The Customer agrees to pay the final invoice within 30 days of the invoice date or pay a late payment fee of 1-1/2% per month of the unpaid balance.

Costs associated with collections, including reasonable attorney fees and court costs if it becomes necessary to place this account for collection, will be borne by the Customer. By the authorized signature below, Customer hereby waives notice of acceptance, default and exemption.

Pursuant to V.T.C.A., Government Code §2270.002, the Company affirms that it does not boycott Israel and will not boycott Israel during the term of this contract. The Print Trade Customs of the Printing Industry of America, Inc. are incorporated into the terms of this Contract, except as specifically otherwise stated herein, and are reprinted on the back of this Contract.

This contract is subject to acceptance by Taylor Publishing Company dba Balfour in Dallas, Texas, and will be governed by the laws of the State of Texas.

I [we] have read, understand and accept the terms and conditions of this Contract. I further stipulate that I am an authorized representative of the customer named herein and, as such, am authorized to sign this Contract.

Signature (Circle one: Administrator / Adviser / Editor / Manager) 	Please Print Name Carrie Carlson	Is a Purchase Order Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No P.O. #: _____
Signature (Circle one: Administrator / Adviser / Editor / Manager)	Please Print Name	
Sales Representative (Please Print) Juanita Sheppard	Rep # 967801	Accepted at Balfour LD

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PRINTING TRADE CUSTOMS

Trade Customs have been in general use in the printing industry throughout the United States and Canada for more than 90 years.

1. **QUOTATIONS/ESTIMATES** A quotation not accepted within 30 days may be changed.
2. **ORDERS** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and related obligations.
3. **EXPERIMENTAL WORK** Experimental or preliminary work performed at the customer's request will be charged to the customer at the provider's current rates. This work may not be used without the provider's written consent.
4. **CREATIVE WORK** Sketches, copy, dummies, and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.
5. **ACCURACY OF SPECIFICATIONS** Quotations are based on the accuracy of the specifications provided. The provider can request a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
6. **VENUE** In the event of suit regarding this contract, then venue and jurisdiction therefore shall be in either the District, State or Municipal Court, as appropriate, of the county of Dallas, State of Texas. The parties agree and stipulate that the essential terms of this contract are to be performed in said Dallas County.
7. **ELECTRONIC MANUSCRIPTS/IMAGES** It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.
8. **ALTERATIONS/CORRECTIONS** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.
9. **PREPRESS PROOFS** The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.," "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:
 - Proofs are not required by the customer.
 - The work is printed per the customer's OK.
 - Requests for changes are communicated verbally.
10. **PRESS PROOFS** Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.
11. **COLOR PROOFING** Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.
12. **OVERRUNS/UNDERRUNS** Overruns or underruns will not exceed 10 percent of the quantity ordered. The provider will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.
13. **CUSTOMER'S PROPERTY** The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for such property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing and in the premium is paid to the provider.
14. **DELIVERY** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. the provider's address. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider or from the customer's supplier to the provider are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.
15. **PRODUCTION SCHEDULES** Production schedules will be established and followed by both the customer and the provider. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to the delay incurred.
16. **CUSTOMER-FURNISHED MATERIAL** Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer or by the provider at the provider's current rates.
17. **OUTSIDE PURCHASES** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.
18. **TERMS/CLAIMS/LIENS** Payment is net cash 30 calendar days from date of invoice. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The Provider's Liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.
19. **LIABILITY**
 1. **Disclaimer of Express Warranties.** The provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.
 2. **Disclaimer of Implied Warranties.** The Provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.
20. **INDEMNIFICATION** The customer agrees to protect the provider from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold the provider harmless and save, indemnify, and otherwise defend the provider against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.
 1. **Copyrights.** The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.
 2. **Personal or Economic Rights.** The customer also warrants that the work does not contain anything that is libelous or scandalous or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:
 - Promptly notifies the customer of legal action.
 - Gives the customer reasonable time to undertake and conduct a defense.
 - The provider reserves the right to use its sole discretion in refusing to print anything the provider deems libelous, scandalous, improper, or infringing on copyright law.
21. **STORAGE** The provider will retain intermediate materials used until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.
22. **TAXES** All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse the provider for any additional taxes paid.
23. **TELECOMMUNICATIONS** Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.
24. **PREPARATORY MATERIAL** Artwork, type, plates, negatives, positives, tapes, disks, and other items supplied by the provider shall remain the provider's exclusive property.

Originally formally promulgated, Annual Convention, United Typothetae of America, 1922. Revised and updated and repromulgated, Printing Industries of America, Inc., 1945, 1974, 1985 & 1994. Updated and adopted by the Printing Industries of America, National Association of Printers and Lithographers and Graphic Arts Technical Foundation, 2003.

Printing Industries of America, Inc.

Adopted by Taylor Publishing Company 2012

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 –
Carin Contreras and Western Placer
Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

FSS Title I

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract with Carin Contreras is for administrator teacher training and coaching at First Street Elementary School. The services include collaboration and planning for 2019-20 PLC data teams. The cost of the training and coaching is \$11,700.00 and will be paid with First Street School Title I.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Carin Contreras and Western Placer Unified School District.

TO: Rey Cubias
Principal, First Street School

FROM: Carin Contreras

RE: Proposal to Provide Administrator Teacher Training and Coaching

DATE: June 11, 2019

Cost and Scope of Services¹

Service	Target Group	Date	Cost	Consultant
Collaboration and Planning for 2019-2020 PLC Data Teams	4 Grade Level Teams 5x per year=10 days K/1, 2/3, 4/5, ½ days for Math Framework training. = 3 full days	TBD	\$11,700	Carin Contreras

Total Cost to Provide Services: \$11,700

The agreement may be terminated by either party notifying the other at least thirty (30) days prior to the date of termination. If the school district terminates the contract and any scheduled contract dates are within ten (10) days of the date of notification, the consultant will bill for expenses incurred.

The consultant is an independent contractor hired to provide the service specified herein. The consultant shall provide labor to carry out the terms of the agreement. In the performance of the work herein, the consultant has the authority to direct the performance of the details of the work.

The cost for these services will be \$11,700 expenses included. Please sign the original contracts. Contract entered into by:


Carin Contreras Date 8.1.19


Western Placer USD Signature 6/17/19

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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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 Horizon Charter
Schools and Western Placer Unified
School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business
Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Fund 13 – Local Revenue

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Horizon Charter Schools to provide lunch meals to Montessori School and Roseville Learning Center. WPUSD will prepare and deliver lunch meals inclusive of milk to the Montessori and Roseville Learning Center. This will include a minimum of 80 lunch meals a day at the cost of \$4.50 each with delivery and \$4.25 each without delivery which will equal \$63,000.00 per year. WPUSD will provide hot and cold boxes for meal storage at the site to maintain temperature of food/liquids. The contract is for services from July 1, 2019 to June 30, 2020. The revenue from Horizon Charter Schools will go into Fund 13 – Local Revenue.

RECOMMENDATION:

Administration recommends that the Board ratify the district contract between Horizon Charter Schools and Western Placer Unified School District.



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth Street, Suite 400, Lincoln CA 95648

Ph: 916-645-6350

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement for professional services ("Agreement") is entered into between Western Placer Unified School District ("WPUSD"), and Horizon Charter Schools ("HCS"). This Agreement is effective when signed by WPUSD and HCS and for reference only is dated June 4, 2019.

1.0 SCOPE OF WORK

HCS hereby hires WPUSD as an independent contractor to provide professional services as described in attachment A to this Agreement.

2.0 MODIFICATION

The scope of work and any other terms of this Agreement may be modified only by the written approval of both parties.

3.0 TERM AND TIME OF COMPLETION

This Agreement shall remain in force and effect from July 1, 2019 through June 30, 2020. WPUSD agrees to complete all services and other duties contained within Attachment A on or before June 30, 2019. This agreement may be extended an additional year based on mutual agreement.

4.0 MANNER AND AMOUNT OF PAYMENT

For the performance of the professional services described in Section 1.0, HCS shall pay a fee to WPUSD as described in attachment A.

5.0 PAYMENT SCHEDULE

Payment shall be made to WPUSD after the work is completed as provided for in attachment A. Notwithstanding any other terms of this Agreement, payments shall be made to WPUSD when HCS is satisfied that the work agreed to herein has been completed pursuant to the terms of this Agreement.

6.0 TRAVEL REIMBURSEMENT

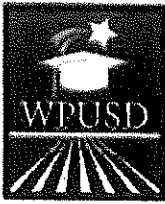
Reimbursement for professional services shall not include travel time. Travel costs are the WPUSD's responsibility and are inclusive in their fee.

7.0 WARRANTY

WPUSD warrants that it has the expertise and experience and/or has individuals available to help in the performance of professional services as set forth in Section 1.0 in a manner consistent with generally accepted standards of WPUSD's profession. WPUSD further warrants that said services will be performed in conformance with all applicable federal, state, and local laws and regulations.

8.0 RECORDS

WPUSD shall maintain at all times complete records with regard to professional services performed under this Agreement and when requested, in a form mutually agreed to by the parties prior to the execution of the Agreement. HCS shall have the right to inspect such



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth Street, Suite 400, Lincoln CA 95648

Ph: 916-645-6350

records including receipts at any reasonable time. As an alternative to inspection, WPUSD may furnish copies of the requested records to HCS.

9.0 STATUS OF WPUSD

WPUSD is an independent contractor and not an employee of HCS and is responsible for payment of all federal, state and local payroll taxes for and on behalf of WPUSD and WPUSD's employees. Nothing in this Agreement shall be interpreted or construed as creating an employment relationship between WPUSD and HCS. WPUSD shall not unless authorized by HCS, act or appear to act as an authorized representative of HCS.

WPUSD is responsible for maintaining appropriate tax related records. HCS agrees that no taxes or deductions will be withheld from the payments made by HCS to WPUSD and that no taxes will be paid by HCS on WPUSD's behalf to any governmental taxing body. Further, in the event that HCS is determined to be the employer of WPUSD and is obligated thereby to pay any taxes or charges to any taxing body as a result of that determination, HCS agrees to indemnify and hold harmless WPUSD for all sums paid by WPUSD to the taxing bodies and any expenses incurred incidental thereto, including attorneys' fees and costs.

10.0 LICENSING OF WPUSD

WPUSD is required to provide HCS upon request, copies of any credentials certificates, permits, licenses, etc. that are required for the completion of the work agreed to herein.

11.0 INSURANCE

Any worker's compensation insurance required as a result of this Agreement shall be the responsibility of WPUSD.

Unless otherwise agreed, WPUSD shall maintain general liability insurance, including automobile coverage, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury, property damage, and personal injury liability. When requested, the coverage shall be primary as to WPUSD and shall name HCS as an additional insured. In addition, WPUSD shall maintain professional Errors & Omission liability insurance when requested by HCS, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Unless otherwise agreed, copies of all policies or certificates of worker's compensation and liability insurance shall be provided to HCS within ten (10) days of signing of this Agreement.

12.0 FINGERPRINT CLEARANCE

Prior to the execution of this Agreement, WPUSD's employees, agents, contractors, or subcontractors who perform services of the type that, as determined by WPUSD, will have more than limited contact with students, must have completed the Department of Justice's criminal background check through Live Scan fingerprinting and have the results electronically reported to the WPUSD. WPUSD must certify in writing that individuals who will have more than limited contact with students have no arrests pending or convictions of a violent or serious felony. (See Penal Code §§ 667.5 and 1192.7).



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth Street, Suite 400, Lincoln CA 95648

Ph: 916-645-6350

13.0 LOCATION OF WORK

WPUSD when requested by HCS shall perform professional services at the sites specified in attachment A or as directed by HCS.

14.0 TERMINATION

Unless otherwise agreed, this Agreement may be terminated at any time by HCS or WPUSD upon giving thirty (30) days advance written notice. Such notice shall be personally served or given by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service. In the event of termination without cause, WPUSD shall be paid for work performed up to and including the date of termination within the scope of work as identified in Section 1.0 above.

In addition, HCS may terminate this Agreement for cause should WPUSD fail to perform any part of this Agreement. Termination shall not relieve HCS of any obligation or liability incurred prior to termination. In the event of a termination for cause, HCS may secure the agreed upon professional services from another Agency. If the cost to HCS exceeds the cost of providing the services agreed upon herein, WPUSD shall pay the additional cost.

15.0 NOTICES

All written notices required pursuant to this Agreement shall be sent to the following addresses:

Horizon Charter Schools
Attention: Superintendent/ Chief Executive Officer
Horizon Charter Schools
2800 Nicolaus Rd #100
Lincoln, CA 95648

Western Placer Unified School District
Attention: Assistant Superintendent – Business & Operations
600 Sixth Street, Suite 400
Lincoln, CA 95648

16.0 CONFLICT OF INTEREST

WPUSD attests that it has no current business or financial relationship with HCS employees or other HCS providers, vendors and independent contractors that would materially interfere or conflict with this Agreement and WPUSD, without the consent of HCS, shall not enter into any such business or financial relationship with any such employees or providers, vendors or independent contractors during the term of this Agreement.

17.0 NONDISCRIMINATION

During the performance of this Agreement, WPUSD and any of WPUSD's employees, agents, contractors, or subcontractors involved in performing the scope of work, shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth Street, Suite 400, Lincoln CA 95648

Ph: 916-645-6350

Act, and will not discriminate, harass or allow harassment against any person because of race, sex, sexual orientation, gender, gender identity, gender expression, color, ancestry, creed, nationality, national origin, ethnicity, ethnic group identification, mental or physical disability, medical condition, genetic information, age, marital status, or military and veteran's status.

18.0 HOLD HARMLESS AND INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party and its employees, officers, and agents from and against all liability or claims for injury or damage to persons or property arising out of or from the breach of this Agreement, or from any negligent or intentional acts or omissions of either party, its employees, officers, and agents, in connection with the performance of this Agreement.

19.0 ATTORNEY'S FEES

If any litigation is initiated to enforce or declare rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief to which the party may be entitled.

20.0 SEVERABILITY

In the event that any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

21.0 NON-ASSIGNABILITY

This Agreement and the rights and duties hereunder shall not be assigned in whole or in part without the express written consent of the parties.

22.0 BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties and their representatives, heirs, successors and assigns.

23.0 THIRD PARTY RIGHTS

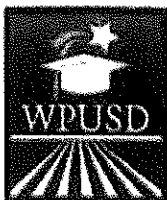
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than HCS and WPUSD.

24.0 GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

25.0 JURISDICTION AND VENUE

Jurisdiction and venue in the event of any litigation or action commenced by one party against the other, shall be only in a court in California having subject matter jurisdiction in Placer County, California. Each party hereby expressly consents to the personal jurisdiction of and in the venue of the foregoing courts.



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth Street, Suite 400, Lincoln CA 95648

Ph: 916-645-6350

26.0 AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to all terms. No ambiguity shall be construed against HCS.

27.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

28.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

BY: _____

Audrey Kilpatrick, Asst. Supt. Business & Operations

600 Sixth St., Ste. 400, Lincoln, CA. 95648

916.645.6350 Office.

akilpatrick@wpusd.org

Date: _____

6/14/19

BY: _____

Cynthia Wood, Superintendent/Chief Executive Officer

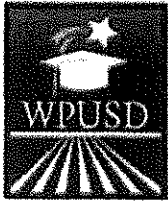
2800 Nicolas Road #100, Lincoln CA 95648

916.408.5200 Office 916.408.5263 Fax

cwood@hcs.k12.ca.us

Date: _____

JUNE 21, 2019



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth Street, Suite 400, Lincoln CA 95648

Ph: 916-645-6350

ATTACHMENT A

WHEREAS, it is not within the capability of HCS to prepare specified meals under the National School Lunch Program (NSLP) for enrolled participating children; and

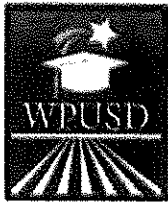
WHEREAS, the facilities and capabilities of the WPUSD are adequate to supply specified meals to the HCS's facilities; and

WHEREAS, the WPUSD is willing to provide such services to HCS on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE WPUSD AGREES TO:

1. Prepare and deliver the lunch meals inclusive of milk to the Montessori School at 873 1st St, Lincoln, CA 95648 by 10:30 am and prepare lunch meals inclusive of milk available for pick-up by 10:30 am for the Roseville Learning Center at 911 Reserve Dr, Roseville, CA 95678. Lunch entree counts will be called in by 2:00 pm the previous school day. WPUSD will provide the called in number of meals per site per day. WPUSD will bill a minimum of 80 lunch meals per day (40 at each site) at the cost(s) per meal of \$4.50 each (including delivery) and \$4.25 each (without delivery). Any meals in excess of 80 meals per day will be billed at the appropriate rate. WPUSD will provide hot and cold boxes for meal storage at site to maintain temperature of food/liquids. WPUSD will supply hot/cold transport bags as needed.
2. Provide HCS, for approval, a proposed elementary menu for each month at least ten (10) days prior to the beginning of the month to which the menu applies. Any changes to the menu made after HCS approval must be agreed upon by HCS and documented on the menu records.
3. Lunch Menu will have two options 1) Entree or 2) Peanut Butter & Jelly Sandwich (vegetarian option) Lunch will consist of 5 components (compliant meal):
 - Meat/ Meat Alternative
 - Grain
 - Fruit
 - Vegetable
 - Fluid Milk - two offerings
4. Assure that each meal provided by WPUSD under this contract meets the minimum nutritional requirements as specified by the National School Lunch Program meal pattern, from the regulations 7 CFR part 226.20.
5. Maintain full and accurate records which document: (1) the menus listing all meals provided to HCS during the term of this contract, (2) a listing of all nutritional components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. WPUSD



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth Street, Suite 400, Lincoln CA 95648

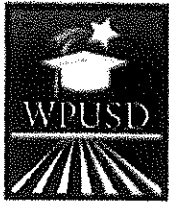
Ph: 916-645-6350

agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Buying Guide when calculating and recording the quantity of food prepared each meal.

6. Maintain such cost records, invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to HCS, of the meal components and quantities itemized in the meal preparations records.
7. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for HCS. Meal count documentation must include the number of meals requested by HCS.
8. Allow HCS to increase or decrease the number of meal orders, as needed, when the request is made at least forty-eight (48) hours prior to the scheduled delivery time. Minimum of 40 meals per site (total of 80 meals per day) will be billed regardless of meals requested.
9. Present to HCS an invoice accompanied by reports no later than the fifteenth (15th) day of each month which itemizes the previous month's delivery. The WPUSD agrees to forfeit payment for meals which are not ready within one hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery or do not otherwise meet the meal requirements contained in this Agreement.
10. Provide HCS with a copy of current health certifications for the food service facility in which it prepares meals. The WPUSD shall ensure that all health and sanitation requirements of the California Retail Food Facilities Law, Chapter 4 of the California Health and Safety Code, are met at all times.
11. Operate in accordance with current NLSP and federal procurement regulations.
12. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by HCS, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting office for audit or administrative review at a reasonable time and place.
13. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

HCS AGREES TO:

1. Request by telephone an accurate number of meals of entree types (#1 or #2) by 2:00 pm the day before pickup/delivery. The number of lunches shall be based on a minimum of 40 meals for the Montessori site and a range of 40 to 65 meals for the Roseville site. All meals



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth Street, Suite 400, Lincoln CA 95648

Ph: 916-645-6350

for Roseville Learning Center will be picked up at the Glen Edwards Middle School kitchen by HCS by 10:30 am.

2. Notify WPUSD of necessary increases or decreases in number of meal orders at least forty eight (48) hours prior to the scheduled pick up time. Errors in meal order counts made by HCS shall be the responsibility of HCS.
3. Ensure that a HCS representative is available at the specified time on each specified day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. HCS assures WPUSD that this individual will be trained and knowledgeable in the record keeping and meal requirements of NSLP, and in health and sanitation practices.
4. Pay for a minimum of 80 lunch meals per day (40 at each site) at the cost(s) per meal of \$4.50 each (including delivery) and \$4.25 each (without delivery). Any meals in excess of 80 meals per day will be paid at the appropriate rate.
5. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by HCS.
6. Notify WPUSD within five (5) days of receipt of the next month's proposed menu of any changes, additions or deletions which will be required in the menu request.
7. Pay WPUSD by the thirtieth (30th) day of each month the full amount as presented on the monthly itemized invoice. HCS agrees to notify the WPUSD of any discrepancy in the invoice.
8. Meal cancellations that may be necessary such as holidays will be provided to the school site kitchen within 72 hours or a cancellation fee of \$50.00 will be charged to WPUSD.
9. Will provide an accurate school calendar with days for meal service prior to August 1st of each school year.

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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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
World's Finest Chocolate and Western Placer
Unified School District – Glen Edwards Middle
School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

GEMS Co-Curricular & Site Funds

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached fundraising agreement is for services with World's Finest Chocolate and Glen Edwards Middle School. The agreement includes providing Glen Edwards Middle School with chocolates to be sold as a fundraiser. The fundraiser will benefit the Glen Edwards Middle School Athletic Program. Glen Edwards will be financially responsible for total product costs of the units ordered.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between World's Finest Chocolate and Western Placer Unified School District.



FUNDRAISING AGREEMENT FOR SCHOOLS

Name of School <i>Glen Edwards Middle School</i>	
Contact Name <i>David Luci</i>	Contact Title <i>Athletic Dir.</i>
Mobile Phone <i>916-532-7730</i>	Home/Work Phone <i>916-645-6370</i>
Contact E-mail Address <i>d.luci@wpusd.org</i>	

Billing Name <i>Tammy Sommer</i>		
Billing Address <i>600 6TH ST 4TH FLOOR</i>		
Billing City <i>LINCOLN</i>	Billing State <i>CA</i>	Billing Zip Code <i>95648</i>
Billing Contact Mobile 		Billing Contact Home/Office <i>916-645-6387</i>

☐ Check Box if shipping info is the same as billing.

Shipping Name <i>GLEN EDWARDS MIDDLE SCHOOL</i>		
Shipping Address <i>204 L ST</i>		
Shipping City <i>LINCOLN</i>	Shipping State <i>CA</i>	Shipping Zip Code <i>95648</i>
Shipping Contact Mobile <i>916-532-7730</i>		Shipping Contact Home/Office <i>916-645-6370</i>

By signing below I/we hereby agree to do a fundraiser with World's Finest Chocolate. I/We do accept full financial responsibility for fundraising products received from World's Finest Chocolate. **Invoices are due and payable as soon as you have sold enough of the product to pay your bill, but not later than 30 days from delivery date.** Checks are made payable to World's Finest Chocolate.

Signature of Fundraising Administrator _____

Date _____

6/20/09

Policies for Payments and Credits

PAYMENT:

In regards to payment for fundraising products, full payment is required at the time the order is placed, unless the organization or individual has been given credit terms. Credit Card transactions are the easiest and quickest way to pay, if you decide to pay by check or money order it will have to be mailed, received and applied to your account before a final order is placed.

ALL CHECKS ARE MADE PAYABLE TO:

World's Finest Chocolate

Returned Checks

A returned check charge fee of \$25.00 will be assessed to the customer on all returned checks

MAIL CHECKS TO:

World's Finest Chocolate, Inc.
8264 Solutions Center
Chicago, IL 60677-8002

CREDIT APPROVAL

Credit is pre-approved for any organization and responsible party (the individual who signs the order) that has purchased World's Finest® Chocolate in the past two (2) calendar years and has established and maintained good credit standing.

New Accounts

For accounts that have NOT purchased World's Finest® Chocolate within the past two (2) years, (excluding public and Catholic schools as an entirety, individual groups subject to credit application) a credit application must be submitted.

Invoice Payments

All invoices must be paid no later than thirty (30) days from the date of invoice.

Payments over 15 days past due will be subject to a 2% late payment fee. Please send payments to:

World's Finest® Chocolate
8264 Solutions Center
Chicago, IL 60677

RETURN OF UNSOLD PRODUCTS:

A return authorization number from the WFC order entry system must be obtained through your sales representative after meeting the following product return requirements:

- Only full, unopened cases will be accepted
- Product must be within shelf life specification
- Returns must be initiated within ninety (90) days of delivery
- Customer pays freight for returned product
- Customer pays \$25.00 restocking fee
- No credit is given for returned prize chocolate

All product must be returned to:

World's Finest® Chocolate
4801 S. Lawndale Ave. Chicago, IL 60632

If the return does not meet the requirements, the customer will not receive credit for the returned product.

The customer is responsible to pre-pay the freight charges. Returns that are not pre-paid and are shipped back to WFC "freight collect" will be refused

SHORTAGE OF PRODUCT OR DAMAGED PRODUCT:

Please count your product when it is delivered to ensure that you have received all that you ordered. In case of a shortage or damaged goods please note it on your invoice before signing that you received it and then please notify us, so that we can get your product to you as soon as possible. You must notify us within 2 days of your delivery of any shortages or damaged goods to receive credit or replacement, notifying us later than that may result in further charges.

CHOCOLATE STORAGE CONDITIONS

Product must be stored at 50-70 Degrees F and less than 50% relative humidity. In a dry area, free of strong odors and pests.

INFORMATION

DISCUSSION

ACTION

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.	
DISTRICT GLOBAL GOALS	
<ol style="list-style-type: none">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 students2. 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 Resolution No. 19/20.2, Annual
Adjustment of Community Facilities District
Mello-Roos Rates for CFD #1 and CFD #2

AGENDA ITEM AREA:

Action

REQUESTED BY:

ce
Michael Adell, Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities Fund 49

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Annually the rates for fee calculations for Mello-Roos tax within the Western Placer Unified School District's Community Facilities Districts #1 and #2 are adjusted in accordance with the California Construction Cost Index (CCCI), utilizing the annual percentage increase or decrease for the most recent full calendar year as the standard. As of December 2018, there was an increase in the Construction Cost Index of 1.3%. This will increase the rates within CFD #1 to \$7.16 per square foot and CFD #2 to \$0.5747 per square foot respectively. Both districts observe a cap of 2,200 square feet per residential unit that can be charged. If approved, these rate increases will go into effect immediately.

RECOMMENDATION:

Staff requests that the Board of Trustees approve Resolution No. 19/20.2 to adjust CFD rates for the 2019-2020 fiscal year as outlined.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 19/20.2

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN
PLACER UNIFIED SCHOOL DISTRICT APPROVING TO APPLY AN
ESCALATION FACTOR TO ITS COMMUNITY FACILITIES
DISTRICTS NO. 1 AND NO. 2 SPECIAL TAX RATE**

WHEREAS, based upon the comparison of the California Department of General Services Construction Cost Index as of December 2018, the computed escalation factor is calculated at 1.3%;

NOW THEREFORE, The Board of Trustees of the above titled district **FINDS, DECLARES, RESOLVES AND ORDERS** as follows:

1. Apply a 1.3% escalation factor to the FY 2018-19 rate of \$7.07 per square foot of living space, capped at 2,200 square feet per unit, for a FY 2019-20 rate of \$7.16 per square foot of living space, capped at 2,200 square feet per unit, for Community Facilities District No. 1.
2. Apply a 1.3% escalation factor to the FY 2018-19 rate of \$0.5673 per square foot of living space, capped at 2,200 square feet per unit, for a FY 2019-20 rate of \$0.5747 per square foot, capped at 2,200 square feet per unit, for Community Facilities District No. 2

APPROVED, PASSED and ADOPTED by the Governing Board of the Western Placer Unified School District this 6th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Governing Board
Western Placer Unified School District

ATTEST:

Secretary of the Board of Trustees
Western Placer Unified School District

HOME (/) REAL ESTATE SERVICES DIVISION (HTTPS://WWW.DGS.CA.GOV/RESO) RESOURCES (HTTPS://WWW.DGS.CA.GOV/RESO/RESOURCES) DGS CALIFORNIA
CONSTRUCTION COST INDEX CCCI (HTTPS://WWW.DGS.CA.GOV/RESO/RESOURCES/PAGE-CONTENT/REAL-ESTATE-SERVICES-DIVISION-RESOURCES-LIST-FOLDER/DGS-
CALIFORNIA-CONSTRUCTION-COST-INDEX-CCCI)

DGS California Construction Cost Index CCCI

Client agencies can find current construction cost index for California by the Real Estate Services Division.

CONTACT

**Project Management & Development
Branch**
Department of General Services
Real Estate Service Division

707 Third St., 4th Floor

West Sacramento, California 95605

Phone: (916) 376-1700

Email: <mailto:Abhay.prakash@dgs.ca.gov?>

subject=Email%20Contact)

DGSRESDPMD8GeneralInquiries@dgs.ca.gov

[\[mailto:DGSRESDPMDGeneralInquiries@dgs.ca.gov\]](mailto:DGSRESDPMDGeneralInquiries@dgs.ca.gov)

The California Construction Cost index is developed based upon Building Cost Index (BCI) cost indices average for San Francisco and Los Angeles ONLY as produced by Engineering News Record (ENR) and reported in the second issue each month.

This table is updated the 2nd half of the month. The ENR BCI reports cost trends for specific construction trade labor and materials in the California market and does not reflect current market bidding environment.

California Construction Cost Index 2016-2020

Month	2020	2019	2018	2017	2016
January		6684	6596	6373	6106
February		6700	6596	6373	6132
March		6616	6596	6373	6248
April		6841	6596	6461	6249
May		6852	6596	6455	6240
June		6854	6598	6470	6238
July		6854	6643	6474	6245
August			6613	6620	6244
September			6674	6620	6267
October			6679	6596	6343
November			6679	6596	6344
December			6684	6596	6373
Annual % *			1.3%	3.5%	4.4%

*Annual Percentage is calculated from December to December.

HISTORIC CALIFORNIA CONSTRUCTION COST INDEX

CALIFORNIA CONSTRUCTION COST INDEX 2011-2015

CALIFORNIA CONSTRUCTION COST INDEX 2006-2010

**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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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:

Adopt Declaration of Need for
Fully Qualified Educators

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Gabe Simon, Ed.D. *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

Each year the District must declare that there are an insufficient number of certificated persons who meet the District's employment criteria for the positions listed on the attached form. The declaration shall remain in force until June 30, 2020 and is a prerequisite to the issuance of any emergency permit and/or limited assignment permit for the District.

RECOMMENDATION:

Administration recommends the adoption of the Declaration of Need for Fully Qualified Educators.



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

Email: credentials@ctc.ca.gov

Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2018-2019

Revised Declaration of Need for year: 2019-2020

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Western Placer Unified School District District CDS Code: 31 66951 0000000

Name of County: Placer County County CDS Code: 31 10314 0000000

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08 /06 /2019 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

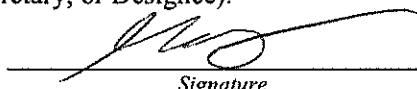
► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2020.

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

Gabriel Simon, Ed.D.

Name



Signature

Assistant Superintendent of Personnel Services

Title

916-645-6348

Fax Number

916-645-5293

Telephone Number

08/06/2019

Date

600 6th Street Suite 400, Lincoln, California 95648

Mailing Address

gsimon@wpusd.org

Email Address

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

Name of County N/A County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

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

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

Submitted by Superintendent, Director, or Designee:

N/A

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	2
Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization:	

Resource Specialist	0
Teacher Librarian Services	0

LIMITED ASSIGNMENT PERMITS

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	1
Special Education	1
TOTAL	3

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

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

If no, explain. _____

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

If yes, how many interns do you expect to have this year? ⁵ _____

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

Brandman University, National University, California State Universities Chico and Sacramento, Fortune School of Education

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

**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 Resolution 19/20.3 Regarding
English Learner Authorization

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Gabe Simon, Ed.D. *GS*
Assistant Superintendent of Personnel

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

Yes

BACKGROUND:

In order to ensure proper credentialing and teacher consistency for one of our assignments, the District administration is making a recommendation that the Board approve Resolution No 19/20.3 which will allow one certificated teacher to teach English Learner students for the 2019-2020 school year in a high school departmentalized setting at grades 9-12 at Lincoln High School. The teacher has consented to this assignment.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 19/20.3 authorizing a Variable Term Waiver.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19/20.3**

**AUTHORIZATION TO TEACH ENGLISH LEARNERS
FOR THE 2019-2020 SCHOOL YEAR**

WHEREAS, the Western Placer Unified School District always seeks to hire fully credentialed teachers to teach all subjects. However, when credentialed teachers are not available, some teachers may be assigned to classes that are outside their credential authorizations but still in compliance with the law;

WHEREAS, a Variable Term Waiver authorizes the teaching of English Learners in departmentalized classes with a teacher's consent in grades, K-12, irrespective of the designations on the individual's teaching credential;

WHEREAS, the District finds that Marc Hopkinson has satisfied the criteria to teach English Learners in a high school (Grades 9-12) setting; and

WHEREAS, Marc Hopkinson has consented to teaching in a high school (Grades 9-12) setting.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Western Placer Unified School District authorizes Marc Hopkinson to teach English Learners in a high school (Grades 9-12) setting at Lincoln High School.

PASSED AND ADOPTED this 6th day of August, 2019 by the Board of Trustees of the Western Placer Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

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.

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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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 Resolution 19/20.4 Regarding
English Learner Authorization

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Gabe Simon, Ed.D. *GS*
Assistant Superintendent of Personnel

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

Yes

BACKGROUND:

In order to ensure proper credentialing and teacher consistency for one of our assignments, the District administration is making a recommendation that the Board approve Resolution No 19/20.4 which will allow one certificated teacher to teach English Learner students for the 2019-2020 school year in an elementary school (K-5) setting at Carlin C. Coppin Elementary School. The teacher has consented to this assignment.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 19/20.4 authorizing a Variable Term Waiver.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19/20.4**

**AUTHORIZATION TO TEACH ENGLISH LEARNERS
FOR THE 2019-2020 SCHOOL YEAR**

WHEREAS, the Western Placer Unified School District always seeks to hire fully credentialed teachers to teach all subjects. However, when credentialed teachers are not available, some teachers may be assigned to classes that are outside their credential authorizations but still in compliance with the law;

WHEREAS, a Variable Term Waiver authorizes the teaching of English Learners in departmentalized classes with a teacher's consent in grades, K-12, irrespective of the designations on the individual's teaching credential;

WHEREAS, the District finds that Savannah Buchman has satisfied the criteria to teach English Learners in an elementary (K-5) setting; and

WHEREAS, Savannah Buchman has consented to teaching in an elementary (K-5) setting.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Western Placer Unified School District authorizes Savannah Buchman to teach English Learners in an elementary (K-5) setting at Carlin C. Coppin Elementary School.

PASSED AND ADOPTED this 6th day of August, 2019 by the Board of Trustees of the Western Placer Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

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.

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. 19/20.5
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. *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Resolution No. 19/20.5

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

August 6, 2019

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. 19/20.5. The position 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, Board Policy and Education Code.

RECOMMENDATION:

Approve Resolution No. 19/20.5, Authorizing the Elimination and/or reduction of Certain Classified Employee Positions due to Lack of Work/Lack of Funds.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19/20.5**

**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 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 October 21, 2019, due to lack of work/lack of funds:

Reduce One (1) 2.42 Hour (.30250 FTE) Hour Campus Supervisor position at Twelve Bridges Elementary School to 2 Hours (.25 FTE)

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on October 21, 2019, the above-referenced classified position 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 August 6, 2019 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 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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5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

2018-19 Administrative Task Final Report

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 6, 2019

ROLL CALL REQUIRED:

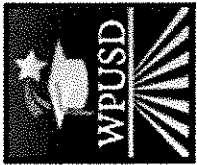
No

BACKGROUND:

District Administrative Tasks were established last year by the Superintendent and shared with the Board. A report on the progress of the tasks will be presented.

RECOMMENDATION:

Administration recommends receiving the report.



WPUSD ADMINISTRATIVE PRIORITIES

2018-19 – FINAL REPORT

	AREA	NEED	ACTION	OUTCOME
INCREASE PROGRAM OFFERINGS	Program	Students need choice and program alignment with their instructional need	Support ATLAS and establish a California Cadet Corps at LHS	Complete
ACADEMIC ACHIEVEMENT	Program	Student achievement is the core of mission	Monitor achievement results and reinforce gaps in performance	Complete
FINANCIAL STABILITY	Business	Financial stability is key to the district serving students	Maintain a positive budget certification	Complete
PLAN FOR FUTURE OPENING OF SCHOOLS	Business/Facilities	The addition of future school sites will increase ongoing costs	Estimate future costs and propose options to meet future needs	Complete
CONTINUE PLANNING AND CONSTRUCTION OF FACILITIES	Facilities	Implementation of bond programs	Complete GEMS phase 1, groundbreaking for GEMS phase 2 and SLES/Facilitate Measure H	Complete
COMPETITELY COMPENSATE EMPLOYEES	Personnel	Attraction and retention of district employees	Analyze and negotiate salary compensation	Complete
MAINTAIN POSITIVE ASSOCIATION RELATONSHIPS	Personnel	A positive work environment leads to serving students better	Implement Employee contracts with fidelity and treat employees with dignity	Complete
ASSIST NEW ADMINISTRATORS	Personnel	Support six administrators in new roles this year	Enact specific support tasks for each administrator	Complete

**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:

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:

August 6, 2019

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/AR 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction

RECOMMENDATION:

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

wp/rk/factform

POLICY GUIDE SHEET

May 2019

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/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction

(BP/AR revised)

Policy updated to more directly reflect the goals of the California Healthy Youth Act, incorporate the legal requirement for districts whose graduation requirements include completion of a health education course to include instruction on the affirmative consent standard, and reflect **NEW LAW (SB 1104, 2018)** which requires districts offering grades 6-12 to provide information on human trafficking prevention resources to parents/guardians by January 1, 2020. Policy also adds timeline for notification to parents/guardians that they may request to excuse their child from comprehensive sexual health and HIV prevention education. Regulation updated to reflect **NEW LAW (AB 1861, 2018)** which requires that comprehensive sexual health education include specified information regarding human trafficking, and **NEW LAW (AB 1868, 2018)** which authorizes instruction regarding the potential risks and consequences of electronically sharing suggestive or sexually explicit materials. Section on "Professional Development" updated to reflect a legal requirement to provide periodic staff development regarding sexual abuse and human trafficking.

Board Approved: August 6, 2019

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

The Board of Trustees desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The district's educational program shall ~~provide~~ **address the goals of the California Healthy Youth Act pursuant to Education Code 51930-51939, including providing** students with the knowledge and skills necessary to protect them from **risks presented by** sexually transmitted infections, ~~and~~ unintended pregnancy, ~~and~~ **sexual harassment, sexual assault, sexual abuse, and human trafficking and** to have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote **students'** understanding of sexuality as a normal part of human development and ~~the~~ **their** development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, **gender identity, gender expression**, sexual orientation, relationships, marriage, and family.

(cf. 5030 - Student Wellness)

(cf. 5141.25 - Availability of Condoms)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 5141.22 - Infectious Diseases)

(cf. 6142.8 - Comprehensive Health Education)

The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12, ~~including~~ at least once in junior high or middle school and at least once in high school. (Education Code 51934)

(cf. 6143 - Courses of Study)

~~The district's curriculum~~ **comprehensive sexual health education program** ~~shall be based on medically accurate and factual information and shall help students understand the biological, psychological, social, moral, and ethical aspects of human sexuality. The district's program shall comply with the requirements of law and administrative regulation and shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.~~ **include information on the affirmative consent standard. Affirmative consent is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework.** (Education Code 51225.36, 67386)

~~*(cf. 5141.22 - Infectious Diseases)*~~

~~*(cf. 5141.25 - Availability of Condoms)*~~

~~*(cf. 5146 - Married/Pregnant/Parenting Students)*~~

~~*(cf. 6142.8 - Comprehensive Health Education)*~~

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

The Superintendent or designee may appoint a coordinator and/or an advisory committee regarding **shall identify appropriate methods for informing the school community about subjects related to the district's comprehensive sexual health and HIV prevention curriculum education.** The advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the district's program. **The Superintendent or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.**

(cf. 1220 - Citizen Advisory Committees)

Parent/Guardian Notification and Excuse Consent

At the beginning of each school year, or at the time of a student's enrollment, parents/guardians shall be notified, ~~about instruction in comprehensive sexual health education and HIV/AIDS prevention education, as well as research on student health behaviors and risks, planned for the coming year.~~ The notice shall advise parents/guardians: (Education Code 48980, 51938) in the manner specified in the accompanying administrative regulation, that they may request in writing that their child be excused from participating in comprehensive sexual health and HIV prevention education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51938, 51939)

(cf. 5022 - Student and Family Privacy Rights)

1. ~~That written and audiovisual educational materials to be used in comprehensive sexual health and HIV/AIDS prevention education are available for inspection~~
2. ~~That parents/guardians may request in writing that their child not receive comprehensive sexual health or HIV/AIDS prevention education~~
3. ~~That parents/guardians have a right to request a copy of Education Code 51930-51938~~
4. ~~Whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by district personnel or outside consultants~~

~~If the district chooses to use outside consultants or to hold an assembly with guest speakers to teach the comprehensive sexual health or HIV/AIDS prevention education, the notification shall include: (Education Code 51938)~~

- a. ~~The date of the instruction~~
- b. ~~The name of the organization or affiliation of each guest speaker~~

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

- ~~e. Information stating the right of the parent/guardian to request a copy of Education Code 51933-51934~~

~~If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the district shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. (Education Code 51938)~~

~~(cf. 5145.6 Parental Notifications)~~

- ~~5. All materials used for instruction shall be available for inspection by parents/guardians at reasonable times and places prior to the onset of instruction, to the extent feasible. The above notification shall inform parents/guardians of their right to inspect these materials. (Education Code 51550, 51820)~~

~~The district may administer to students in grades 7-12 anonymous, voluntary, and confidential research and evaluation instruments, including tests and surveys, containing age-appropriate questions about their attitudes or practices relating to sex. Prior to administering such a research and evaluation instrument, parents/guardians shall be provided written notice of the administration. Parents/guardians shall be given an opportunity to review the research instrument and to request in writing that their child not participate. (Education Code 51938)~~

~~Parents/guardians shall be asked to sign and return to the school an acknowledgment that they have received the notification.~~

~~Upon written request, a parent/guardian may excuse his/her child from participating in comprehensive sexual health or HIV/AIDS prevention education or from participating in questionnaires or surveys regarding health behaviors and risks. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51939)~~

~~A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)~~

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

33544 Inclusion of sexual harassment and violence in health curriculum framework

48980 Notice at beginning of term

49381 Human trafficking prevention resources

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

Legal Reference (continued):

51202 *Instruction in personal and public health and safety*
51210.8 *Health education curriculum*
51225.356 *Instruction in sexual harassment and violence; districts that require health education for graduation*
51240 *Excuse from instruction due to religious beliefs*
51513 *Test, questionnaire, survey, or examination containing questions about beliefs or practices* ~~Materials containing questions about beliefs or practices~~
51930-51939 ~~California Healthy Youth Act Comprehensive Sexual Health and HIV/AIDS Prevention Education Act~~
51950 *Abuse, sexual abuse, and human trafficking prevention education*
67386 *Student safety; affirmative consent standard*
HEALTH AND SAFETY CODE
1255.7 *Parents surrendering physical custody of a baby*
PENAL CODE
243.4 *Sexual battery*
261.5 *Unlawful sexual intercourse*
271.5 *Parents voluntarily surrendering custody of a baby*
UNITED STATES CODE, TITLE 20
1232h *Protection of student rights*
7906 *Sex education requirements and prohibited use of funds*

Management Resources:

CSBA PUBLICATIONS

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, January 2019

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Sex Education and HIV/AIDS/STD Instruction:

<http://www.cde.ca.gov/ls/he/se/>

California Department of Public Health: <http://www.cdph.ca.gov>

California Department of Health Services: <http://www.dhs.ca.gov>

California Department of Social Services: <http://www.dss.ca.gov>

California Partnership to End Domestic Violence: <http://www.cpedv.org>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Safe Schools Coalition: <http://www.casafeschools.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Human Rights Campaign: <https://hrc.org/hrc-story/hrc-foundation>

U.S. Food and Drug Administration: <http://www.fda.gov>

Policy

adopted: September 4, 2007

revised: June 7, 2016

revised: August 6, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION**Definitions**

Comprehensive sexual health education means education regarding human development and sexuality, including education on pregnancy, contraception, and sexually transmitted infections. (Education Code 51931)

HIV prevention education means instruction on the nature of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS. (Education Code 51931)

(cf. 6142.8 - *Comprehensive Health Education*)

(cf. 6143 - *Courses of Study*)

Age appropriate refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group. (Education Code 51931)

Medically accurate means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. (Education Code 51931)

General Criteria for Instruction and Materials

The Superintendent or designee shall ensure that the district's comprehensive sexual health and HIV prevention instructional materials: (Education Code 51933)

1. Are age appropriate.
2. All factual and medically accurate and objective.
3. ~~Instruction and materials shall~~ **Are aligned with and** support the following purposes as specified in Education Code 51930:
 - a. To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy
 - b. To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

- c. To promote understanding of sexuality as a normal part of human development
 - d. To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end
 - e. To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors
4. Are appropriate for use with **English learners**, students **with disabilities**, and **students** of all races, genders, sexual orientations, and ethnic and cultural backgrounds., ~~and students with disabilities; and English learners.~~

(cf. 6174 - Education for English Language Learners)

- 5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code
- 6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids

(cf. 6159 – Individualized Education Program)

- 7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220.

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

(cf. 1312.3 - Uniform Complaint Procedures)

- 8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships
- 9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes
- 10. **Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so**

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

11. **Teach the value of and prepare students to have and maintain committed relationships such as marriage**
12. **Provide students with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, harassment, and intimidation**

(cf. 5145. 3 - Nondiscrimination/Harassment)

13. Provide students with knowledge and skills for making and implementing healthy decisions about sexuality, including negotiation and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities
14. Do not teach or promote religious doctrine.

Components of Sexual Health and HIV Prevention Education

The district's comprehensive sexual health education and HIV prevention education for students in grades 7-12, in addition to complying with the criteria listed above in the section "General Criteria for Instruction and Materials," shall include all of the following: (Education Code 51934)

1. **Information on** ~~the~~ the nature of HIV and other sexually transmitted infections and their effects on the human body
2. **Information on** ~~the~~ the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual behaviors and injection drug use
3. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections, and that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy

The instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.

(cf. 5141.25 - Availability of Condoms)
(cf. 5146 – Married/Pregnant/Parenting Students)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

4. Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods in preventing or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention.
5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing
6. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others
7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV

This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and that testing is the only way to know if one is HIV-positive

8. Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence
9. Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:
 - a. Parenting, adoption, and abortion
 - b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5
 - c. The importance of prenatal care
10. Information about sexual harassment, sexual assault, **sexual abuse, and human** ~~adolescent relationship abuse, intimate partner violence, and sex~~ trafficking, **including:**

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

- a. **Information on the prevalence and nature of human trafficking, strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance if there is a suspicion of trafficking**
 - b. **Information on how social media and mobile device applications are used for human trafficking**
- 11. **Information about adolescent relationship abuse and intimate partner violence, including the early warning signs of each**

The district's comprehensive sexual health education and HIV prevention education shall include instruction regarding the potential risks and consequences of creating and sharing suggestive or sexually explicit materials through cell phones, social networking web sites, computer networks, or other digital media. (Education Code 51934)

(cf. 6143—Courses of Study)

Professional Development

The district's comprehensive sexual health education and HIV prevention education shall be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections. (Education Code 51931, ~~51933~~, 51934)

The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV prevention education, through regional planning, joint powers agreements, or contract services. (Education Code 51935)

(cf. 4131 - Staff Development)

In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV prevention education and with the California Department of Education (CDE). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV. In-service training shall be voluntary for personnel who have demonstrated expertise or received in-service training from the CDE or Centers for Disease Control and Prevention. (Education Code 51935)

The Superintendent or designee may expand HIV in-service training to cover the topic of comprehensive sexual health education for district personnel teaching comprehensive sexual

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

health education to learn new developments in the scientific understanding of sexual health. (Education Code 51935)

The Superintendent or designee shall periodically provide continuing education that enables district personnel to learn about new developments in the understanding of abuse, including sexual abuse, and human trafficking and current prevention efforts and methods. Such education may include early identification of abuse, including sexual abuse, and human trafficking of students and minors. (Education Code 51950)

Use of Consultants or Guest Speakers

The Superintendent or designee may contract with outside consultants or guest speakers, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver comprehensive sexual health and HIV prevention education or to provide training for district personnel. All outside consultants and guest speakers shall have expertise in comprehensive sexual health education and HIV prevention education and knowledge of the most recent medically accurate research on the relevant topic(s) covered in the instruction. The Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)

(cf. 6145.8 - Assemblies and Special Events)

Parent/Guardian Notification

At the beginning of each school year or at the time of a student's enrollment, the Superintendent or designee shall notify parents/guardians about instruction in comprehensive sexual health education and HIV prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV prevention education are available for inspection
2. That parents/guardians have a right to excuse their child from comprehensive sexual health or HIV prevention education, or research on student health behaviors and risks, provided they submit their request in writing to the district
3. That parents/guardians have a right to request a copy of Education Code 51930-51939
4. Whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants **and, if the district chooses to use outside consultants or guest speakers for this purpose, the following information:**

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

If the district chooses to use outside consultants or to hold an assembly with guest speakers to deliver comprehensive sexual health or HIV prevention education, the notification shall include: (Education Code 51938)

- a. The date of the instruction
- b. The name of the organization or affiliation of each guest speaker
- c. Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, and 51938

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the Superintendent or designee shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. (~~Education Code 51938~~)

(cf. 5145.6 - Parental Notifications)

Nonapplicability to Certain Instruction or Materials

The requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parental notification and consent shall not apply to the following: (Education Code 51932)

1. A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health education or HIV prevention education **as defined in Education Code 51931**

(cf. 6142.93 - Science Instruction)

2. Instruction, ~~or materials~~, **presentations, or programming** that discusses gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and does not discuss human reproductive organs and their functions

Regulation
approved: September 4, 2007
revised: August 17, 2010
revised: June 30, 2016
revised: August 6, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California