WESTERN PLACER
UNIFIED SCHOOL DISTRICT

WPUSD Board Meetings Held Via Google Meet While Shelter in Place Order is in Effect

Public Comments Accepted by Email and Telephone

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

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

1. **Email** - Submit a comment via email to the Superintendent's Administrative Assistant, Maria Gonzalez, at mgonzalez@wpusd.org at least two hours before the start of the meeting.
2. **Telephone** - Call the Superintendent's Administrative Assistant at (916) 645-6350 by 12:00 p.m. on Tuesday, May 18, 2021 to submit a comment.
3. **Google Meet Participation** - Please join the meeting from your computer, tablet or smartphone.

   Video call link - https://meet.google.com/dwq-oebf-tqn

Comments submitted by email, telephone or comments form will be placed into the record at the meeting but may or may not be read during the meeting call. We appreciate your patience during these extraordinary times. For questions, please contact Scott Leaman at (916) 645-6350 between 9:00 and 4:00 or email sleaman@wpusd.org.

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

MEMBERS OF THE GOVERNING BOARD

Kris Wyatt – President
Damian Armitage – Vice President
Brian Haley – Clerk
Criste Freymond – Member
Jason Price – Member

DISTRICT ADMINISTRATION

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

	STUDENT ENROLLMENT		
School	2019-2020 CALPADS	4/1/2021	5/3/2021
Sheridan Elementary (K-5)	64	54	54
First Street Elementary (K-5)	447	427	427
Carlin C. Coppin Elementary (K-5)	441	409	410
Creekside Oaks Elementary (K-5)	609	466	468
Twelve Bridges Elementary (K-5)	652	612	615
Foskett Ranch Elementary (K-5)	412	372	374
Lincoln Crossing Elementary (K-5)	698	425	425
Scott Leaman Elementary (K-5)		482	485
Glen Edwards Middle School (6-8)	869	825	820
Twelve Bridges Middle School (6-8)	830	797	801
Lincoln High School (9-12)	2,071	2,066	2,062
Phoenix High School (10-12)	84	111	103
Atlas (K-12) (new 2019-2020)	40	24	23
SDC Program (18-22)	11	15	15
Non-Public Schools	31	29	30
TOTAL	**7259**	**7,114**	**7,112**

SDC Pre-School

Foskett Ranch	24
First Street/LIP	69
SLE	10

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

May 18, 2021

WPUSD District Office/City Hall Building–Google Meet

600 Sixth Street, Lincoln, CA 95648

AGENDA

2020-2021 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

1. **ANNOUNCEMENT:** EXECUTIVE ORDER N-29-30 TELECONFERENCE FLEXIBILITY
   This meeting is being held pursuant to the procedures established in Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. All board members may attend the meeting by teleconference. This meeting will be a telephone conference call only. The public may listen/participate via instruction listed prior to section 3 of the agenda.

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

   To submit a public comment: Email - Superintendent's Administrative Assistant, Maria Gonzalez at mgonzalez@wpusd.org or Telephone – Call Superintendent's Administrative Assistant at (916) 645-6350.

   Public comments regarding any item appearing on the agenda may be submitted by 12:00 p.m. on Tuesday, May 18, 2021. Individuals who wish to make a public comment to the Board of Trustee have two options. Choose only one option: 1. Make a VERBAL public comment (3 minute max), 2.Submit a WRITTEN public comment (500 word limit for public comment) which will placed into the record and may or may not be read during the meeting.

   Call to Order Open Session
   Please join the meeting from your computer, tablet or smartphone.

   Video call link: https://meet.google.com/dwq-oebf-tqn

5:30 P.M. START

3. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – Google Meet

4. **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

Regular Meeting of the Board of Trustees
May 18, 2021
Agenda

5:35 P.M.

5. CLOSED SESSION – WPUSD District Office – 4th Floor Zebra Conference Room

5.1 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

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

5.3 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

Open Session
Please join the meeting from your computer, tablet or smartphone.

video call link: https://meet.google.com/dwq-oebf-tqn

To submit a public comment: Email - Superintendent's Administrative Assistant, Maria Gonzalez at mgonzalez@wpusd.org or Telephone – Call Superintendent's Administrative Assistant at (916) 645-6350 by 12:00 p.m. on Tuesday, May 18, 2021.

Individuals who wish to make a public comment to the Board of Trustee have two options. Choose only one option: 1. Make a VERBAL public comment (3 minute max), 2.Submit a WRITTEN public comment (500 word limit for public comment) which will placed into the record and may or may not be read during the meeting

6:00 P.M.

6. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – District Office/City Hall Blvd., - Virtual Meeting – Google Meet
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

6.1 ***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

6.2 ***Page 12* - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

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

7. *Page 15-94* - **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.

7.1 Certificated Personnel Report
7.2 Classified Personnel Report
7.3 Approval of Request for Unpaid Leave of Absence
7.4 Agreement for Tyler Technologies Inc. and Western Placer Unified School District
7.5 Ratify Contracts between Capitol Public Finance Group and Western Placer Unified School District for Professional and Consulting Services
7.6 Ratification of Contract between Sierra National Asphalt and Western Placer Unified School District/ LHS
7.7 Ratification of Contract between Sierra National /Asphalt and Western Placer Unified School District/LHS
7.8 Agreement between KS Telecom, Inc., and WPUSD for Camera Installation at Lincoln High School
7.9 Ratification of Contract between Linmoore Fencing and Western Placer Unified School District/LHS
7.10 Disposal of Surplus Items – E Waste
7.11 Ratification of Side Letter Agreement between the California School Employees' Association (Chapter #741) and Western Placer Unified School District
7.12 Approval of 2021-2022 Contract with Nearpod
7.13 Approval of 2020-2021 Contract with Edmentum
7.14 Ratification of amended 2020-2021 Contract with Wellness Together, Inc., dba HearYou.org
7.15 Assistant Superintendent of Educational Services Job Description
Roll call vote:

8. **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.

9. **REPORTS & COMMUNICATION**

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

10. ♦ACTION ♦DISCUSSION ♦INFORMATION

Please contact the Superintendent's Administrative Assistant, Maria Gonzalez at mgonzalez@wpusd.org prior to the start of the meeting to request to speak.

10.1 ~~**Information**~~ **Action** *Page 98* – **CONSIDER APPROVAL OF REVISED DISTRICT CALENDAR FOR 2021-2022 AND DISTRICT CALENDAR FOR 2022-2023– SIMON** *(20-21 G & O Component I, II, III, IV, V)*
Roll call vote:

10.2 Discussion/ Action *Page 101* – **CONSIDER APPROVING JOB DESCRIPTION FOR COORDINATOR: SPECIAL PROJECTS AND REVISION TO 2021/2022 CERTIFICATED MANAGEMENT SALARY SCHEDULE–Simon** *(20-21 G & O Component I, II, III, IV, V)*

10.3 Discussion/ Action *Page 105* – **CONTRACT EXTENSION FOR DIRECTOR OF TECHNOLOGY–Simon** *(20-21 G & O Component I, II, III, IV, V)*

10.4 Action *Page 106* – **APPROVAL OF GUARANTEED MAXIMUM PRICE FOR LEASE LEASEBACK AGREEMENTS WITH ROEBBELEN CONTRACTING, INC., FOR THE TWELVE BRIDGES MIDDLE SCHOOL HYDRONIC PIPING REPLACEMENT PROJECT– Adell**
(20-21 G & O Component I, II, III, IV, V)
Roll call vote:

10.5 Action *Page 126* – **EXPANDED LEARNING OPPORTUNITIES (ELO) GRANT PLAN– Callahan** *(20-21 G & O Component I, II, III, IV, V)*

10.6 Action *Page 138* – **PLACER COUNTY SCHOOL BOARDS ASSOCIATION ELECTIONS – COMMITTEE ELECTIONS– Leaman** *(20-21 G & O Component I, II, III, IV, V)*

10.7 Discussion/ Action *Page 141* – **CHANGE IN ATTENDANCE BOUNDARIES FOR INDEPENDENCE DEVELOPMENT– Leaman** *(20-21 G & O Component I, II, III, IV, V)*

10.8 Discussion/ Action *Page 144* – **ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES CONTRACT– Leaman** *(20-21 G & O Component I, II, III, IV, V)*

11. BOARD OF TRUSTEES

11.1 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
- Health
- Lee (Leland) Basham – naming of theater at LHS

11.2 BOARD MEMBER REPORTS/COMMENTS

12. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **June 1, 2021** 6:00 P.M., Regular Meeting of the Board of Trustees – Google Meet
- **June 15, 2021** 6:00 P.M., Regular Meeting of the Board of Trustees – Google Meet
- **June 22, 2021** 6:00 P.M., Special Meeting of the Board of Trustees – Google Meet

13. ADJOURNMENT

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

Posted: 051421
h:\wpfiles\board\agenda\051821
item 10.1 correction 051721

DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **District Office/City Hall Bldg. – Google Meet**
Date: **Tuesday, May 18, 2021**
Time: **5:35 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:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

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

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
Yes

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

CONSENT AGENDA ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Gabriel Simon GS
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

May 18, 2021

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. Name: Denise Parnell
   Position: Elementary Principal
   FTE: 1.0 FTE
   Effective: July 1, 2021
   School Site: Lincoln Crossing Elementary School
2. Name: Pamela Getz
   Position: Speech and Language Pathologist
   FTE: 1.0 FTE
   Effective: July 1, 2021
   School Site: Twelve Bridge Middle School
3. Name: Madison Yule
   Position: 1st Grade Bilingual Teacher
   FTE: 1.0 FTE
   Effective: July 1, 2021
   School Site: Creekside Oaks Elementary School

REQUEST FOR LEAVE OF ABSENCE:

1. Name: Jennifer Horton
   Position: Biology Teacher
   Effective: 2021/2022 School Year
   School Site: Lincoln High School
2. Name: Lori Fury
   Position: Math Teacher
   Effective: 2021/2022 School Year
   School Site: Glen Edwards Middle School
3. Name: Jennifer Clementson
   Position: 4th Grade Teacher
   Effective: 2021/2022 School Year
   School Site: Foskett Ranch School

REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS): **None**

RESIGNATIONS: None

RETIREMENTS: None

TRANSFERS/PROMOTIONS:

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 individnal 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:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

May 18, 2021

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Angel Sanchez
   Position: Custodian/Groundsman
   FTE: 8.0 hours
   Days: 12 Months
   Effective: May 03, 2021
   Site: Twelve Bridges Elementary

REHIRE: None

TRANSFER/PROMOTIONS: None

ADDITIONAL POSITION: None

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave): None

REQUEST FOR LEAVE OF ABSENCE: None

RESIGNATIONS:

1. Name: Holly Shima
   Position: Instructional Aide
   Effective: June 12, 2021
   Site: Lincoln Crossing Elementary

2. Name: Mary Grant
   Position: Campus/Cafeteria Supervisor
   Effective: June 12, 2021
   Site: Carlin C Coppin Elementary

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 for Unpaid Leave of Absence

AGENDA ITEM AREA:
Consent

REQUESTED BY: GS
Gabriel Simon
Assist. Superintendent, Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
Yes

BACKGROUND:

See Attached

RECOMMENDATION:

Administration recommends that the Board approves this leave request.

REQUEST FOR UNPAID LEAVE OF ABSENCE:

1. Name: Yolanda Venegas
   Position: Food Service Lead
   FTE: 6.5 hours
   Effective: May 17-June 11, 2021
   Site: Creekside Oaks Elementary

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 Tyler Technologies Inc. and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent, Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

In-Person Instruction (IPI) Grant – AB 86

MEETING DATE:

May 18, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The agreement between Tyler Technologies Inc. and Western Placer Unified School District to purchase and install Versatrans Routing & Planning software for the Transportation Department bus fleet. Currently the district does not have a routing and planning software program.

The Versatrans software is flexible and easy-to-use web-based routing and planning transportation management program. The program allows for very easy set up and use of seating charts and contactless student card readers for student transportation safety and security. The program will also allow for contact tracing in the event of a COVID-19 case. The software integrates with the District's student information system and will allow for up-to-date transportation fee payment transactions to be recorded to each student card. The enclosed brochure details the many applications provided with the new software program. The services agreement is enclosed and also includes Exhibit A – Investment Summary detailing the costs of each item or service. All other Exhibits are available upon request.

The total cost for software, card reader and device kit equipment, training and installation services is $75,536.25 and will be funded with In-Person Instruction Grant funds.

RECOMMENDATION:

Administration recommends that the Board ratify the agreement between Tyler Technologies and Western Placer Unified School District.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Western Placer Unified School District.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit E.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"Defined Vehicles"** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **"White Fleet Vehicles"** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from number of the Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Vehicles only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Vehicles. You are permitted to exceed the number of licensed vehicles by twelve percent (12%) solely for the purpose of setting up spare vehicles. At no time may you actively use more than the number of vehicles licensed. You may exceed the number of Defined Vehicles by up to 50% only for the purpose of setting up White Fleet Vehicles, without paying additional SaaS fees.

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such

activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that where the fees shown in the Investment Summary are based on an estimated number of hours or days of work to be performed, that these amounts are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you, but we will not exceed any amount without first obtaining your permission. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and Exhibit D – Work Responsibilities describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, computer network, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other implementation obligations, including, without limitation, those set forth in Exhibit D ("Work Responsibilities"). This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

   8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software, in order to provide maintenance and support services;

   8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use GoToAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the

secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services, unless otherwise mutually agreed by the parties in writing: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

9. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.

SECTION D - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section D(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. In the event your use of equipment provided by us is terminated, you shall be liable for any reactivation fees or fees charged by wireless carriers for registering or attempting to register on the wireless carrier's network after such termination. We reserve the right to substitute hardware of equal or greater value for the same price.

2. Third Party Products Warranties.

   2.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   2.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   2.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products. Third Party Hardware warranties may be included as exhibits to this Agreement or provided by us upon request.

3. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

4. Spares. Should Geotab unit(s) purchased by Client pursuant to this Amendment be designated as "spare" unit(s). The intent of the parties is for Client to have a spare unit(s) on hand to use in the event a Geotab unit(s) purchased for live use fails. Client acknowledges and agrees that Client is prohibited from operating a spare unit and a unit purchased for live use at the same time. In the event Client operates both a spare unit and a unit purchased for live use at the same time for more than two (2) weeks while a unit purchased for live use is being deactivated or returned for repair, Client will be liable to Tyler for maintenance fees at then-current rates on both units for such period of coterminous use. Tyler will invoice Client maintenance fees on the active spare unit(s) in monthly increments from the date the spare unit was activated, with a three (3) month minimum. Once a spare unit has been activated, it cannot be turned off or suspended. Tyler reserves the right to audit Client's use of the Geotab unit(s) purchased from Tyler, to determine Client's compliance with this provision.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following connectivity to the software, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us, however, you agree not to substitute a similar service to fill the same need provided by us hereunder for a period of time equal to the duration of the initial term if this Agreement is terminated or not renewed solely due to lack of appropriations. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;

b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and

c. if you terminate during the third year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final

judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION**

OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of

employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail,

return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Work Responsibilities
	Schedule 1: Traversa Work Responsibilities
	Schedule 2: Tyler Telematic GPS Work Responsibilities
Exhibit E	Third Party Terms
	Schedule 1: HERE End User Terms
	Schedule 2: Professional Hardware Installation Terms
	Schedule 3: Return Merchandise Authorization Process
	Schedule 4: Wireless Carrier & Equipment Provider Terms
	Schedule 5: Geotab Equipment Warranty
Exhibit F	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Western Placer Unified School District

By:_____

Name: Audrey Kilpatrick

Title: Asst Supt of Business Svs and Operations

Date: 4/30/21

Address for Notices:
Western Placer Unified School District
600 Sixth Street
Lincoln, CA 95648
Attention: Accounts Payable

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

prices are valid until July 25 2021

Software as a Service	Quantity	Price	Extended	This Year Total	Year 2	Year 3	
Traversa Core provided as SaaS for up to 30 vehicles	1	$3,250.00	$3,250.00	$3,250.00	$3,250.00	$3,412.50	USD
Traversa Ride 360 Parent App provided as SaaS for up to 30 vehicles	1	inc.	inc.	inc.	inc.	inc.	USD
Traversa Training Module provided as SaaS for up to 30 vehicles	1	$1,900.00	$1,900.00	$1,900.00	$1,900.00	$1,995.00	USD
Traversa Reporting Tool provided as SaaS for up to 30 vehicles	1	inc.	inc.	inc.	inc.	inc.	USD
Subtotal: Application Software Maintenance Fees			$7,050.00	$7,050.00	$7,050.00	$7,407.50	USD

Services	Quantity	Price	Extended	This Year Total	Year 2	Year 3	
Traversa Core Implementation	1	$5,390.00	$5,390.00	$5,390.00			USD
Traversa Core Base Training	1	$1,760.00	$1,760.00	$1,760.00			USD
Placer County Map, Source: local GIS	1	inc	$0.00	inc			USD
Additional Maps: (none are included with this quote)							
Additional training hours which can be used for (1),(2) :	8	$175.00	$1,400.00	$1,400.00			USD
Additional Traversa Core Training							
Traversa Ride 360 Parent App Training							
Traversa Training Module Training							
Project Management (hours) (1),(2)	12	$175.00	$2,100.00	$2,100.00			USD
Run building services are not included							
Tyler Drive Driver Training for up to 20 drivers (hours) (1),(5)	8	$175.00	$1,400.00	$1,400.00			USD
Tyler Drive Configuration	1	$2,100.00	$2,100.00	$2,100.00			USD
Tyler Drive Data Analysis (hours)	24	$175.00	$4,200.00	$4,200.00			USD
Tyler Drive Go Live Assist (hours) (3)	16	$175.00	$2,800.00	$2,800.00			USD
Subtotal: Application Services			$21,150.00	$21,150.00	$0.00	$0.00	USD

Item #		Quantity	Price	Extended	This Year Total	Year 2 Renewal	Year 3 Renewal	
Support and Maintenance								
TYDD3-Verizon	Support and Maintenance (4G) for Tyler Drive 3 on the Verizon Network (US)	20	$300.00	$6,000.00	$6,000.00	$6,000.00	$6,300.00	USD
	Subtotal: Support and Maintenance				$6,000.00	$6,000.00	$6,300.00	USD
Installation								
	Telematics Professional Install including (1) (2)	1	$7,671.25	$7,671.25	$7,671.25			USD
INST-T-P-D	Professional Installation - Tyler Drive, 01/05 up to 35 units							
INST-T-ST	Professional Install - Tyler Drive Student Tracking Device up to 35 units							
INST-T-SIT	Tyler Drive Self Install Training (1)	1	$2,500.00	$2,500.00	$2,500.00			USD
	Subtotal: Installation				$10,171.25			USD
Student Bundle								
TYD-SB-03	Student Bundle 4G for Tyler Drive	35	$185.00	$6,475.00	$6,475.00			USD
TYD-SB-ATTDOC	Student Bundle for PC (Monitor)	1	$185.00	$185.00	$185.00			USD
	Subtotal: Student Bundle				$6,660.00			USD
Tyler Drive								
TYDD3	Tyler Drive 3 (4G) for Verizon(US) (includes battery and wall charger for install)	20	$985.00	$19,700.00	$19,700.00			USD
TYDD3DOCK	Dock with built in lock and mounting arm (included with TYDD3	20	Inc.	Inc.	inc.			USD
TYDS2DOCK-Add	Dock with built in lock and mounting arm, power cord--additional	25	$199.00	$4,975.00	$4,975.00			USD
TYDSPC	Power cord for Tyler Drive 3- included with TYDD3	20	Inc.	Inc.	Inc.			USD
	Subtotal: Tyler Drive				$24,675.00			USD
Accessories								
SHIPPING	Shipping and Handling	1	$500.00	$500.00	$500.00			USD
	Subtotal: Accessories				$500.00	$0.00		USD

Total One-Time Fees:		$75,556.25	USD
Total Recurring Fees **:		$13,050.00	$13,707.50 USD

** Subject to annual increase after Year 3
Tyler reserves the right to substitute hardware of equal or greater value for the same price

1 *Travel expenses on installations of 40 and fewer vehicles are not included and will be billed at actual costs. Travel expenses on installations of 41 and more vehicles, a single day of travel expenses will be billed at actual costs.*

2 *Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs*

3 *Training Classes are limited to 5 persons and are delivered in 2 hour increments*

Quote prepared on April 26, 2021

Signature

Audrey Kilpatrick

Asst Supt of Business Svs and Operations

versatrans®
a tyler school solution



Transportation Management

There, Right When You Expect Us.

Empowering people who serve the public®

tyler technologies

The Leader in Transportation Management

For more than 40 years, Tyler has focused its domain expertise and thought leadership toward the sole purpose of providing the most intuitive, most innovative and most effective transportation management solution to school districts of all sizes across the country.

We are the only company offering a complete student transportation management solution, one that helps districts improve every aspect of the transportation process, or lets them focus on just one piece. Each installation of Versatrans is customized to fit a district's unique needs, and clients have access to world-class support services.

Versatrans manages data for approximately [illegible] students. Of those, it is used to measure the transport of more than seven million students — more than [illegible] vehicles to 24,000 school buildings in [illegible] school districts in the country — in every seven days.

From the time a child leaves their home, to the length of time on the bus, to the mechanical condition of each vehicle, a district's transportation team is responsible for making sure everything works seamlessly — while maintaining efficiencies and managing the bottom line.

The Versatrans transportation management solution from Tyler Technologies makes this easy.

And we are always there, right when you expect us.

"We will continue to use Versatrans, not only because they are a leader, but because they work compassionately with us and are there whenever we need them."

- David Pettit, Assistant Director of Building, Grounds and Transportation, Joplin Schools, Missouri



Route Smartly, Route Safely

Versatrans solutions provide our clients with an intelligent set of tools to analyze route scenarios and offer a district's constituents exceptional transportation services.

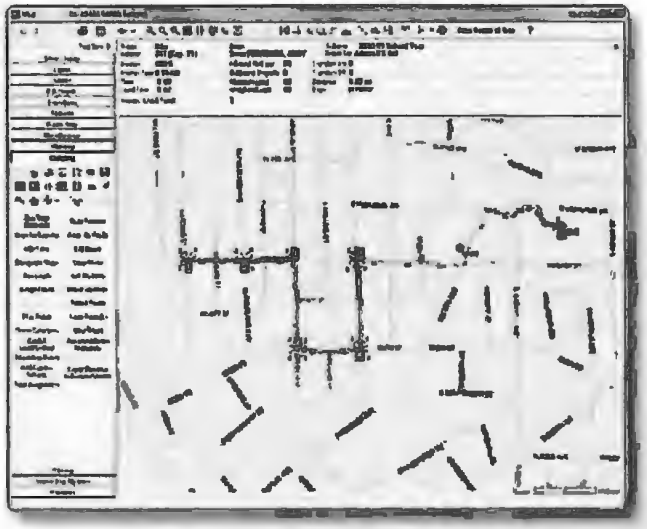
Versatrans Routing & Planning builds a route around the needs of the student, factoring in all of the logistics and then assigning stops, generating the most efficient and cost-effective route plans.

Versatrans is the only solution available with smart map technology. You "teach" the map how your district is laid out by:

- Setting the average traveled-road-speed by direction and time of day
- Identifying which streets are safe to cross for students of different ages
- Locating areas for the safest turns
- Tracking the last identified location of sexual predators on the map to ensure the children are not put in harm's way

Versatrans experts work with you to build the maps, ensuring that the information only needs to be entered once.

With all of this data put in place, you have the tools to assign bus stops and routes that account for important safety considerations connected with the transportation of your students.



Versatrans Routing & Planning

Special Needs Doesn't Mean Special Software

Versatrans Routing & Planning has unsurpassed functionality for managing special needs student transportation, eliminating the need for separate software and databases. Within one system, transporting your special needs students is in your control; you can route special needs students with the rest of your student population or with separate routes. Our powerful routing application creates a central point for all your students' information and gives you the power to create the most efficient plans for your district.

Designed to reduce the administrative burden associated with transporting students with special needs, Versatrans enables transportation departments to:

- Comply with IEPs
- Track special equipment and vehicle needs
- Respond quickly to parental questions and concerns

Simplify special needs routing with Versatrans so you can focus on daily operations while saving time and money.

"I fell in love with Tyler's Versatrans Routing & Planning when I first saw it at Fort Dodge, Iowa. It was literally foolproof."

- Chuck Anderson, Transportation Director
Sioux City Community School District, Iowa

"With this program we can account for every student at every school on every run."

- Colleen Murphy, Transportation Director
Austintown Local Schools, Ohio



Tools for Success

With the Versatrans transportation management solution, you are investing in a system proven to supply districts with a real return on investment. Tyler's solutions improve your operational processes, create efficiencies and cut costs.

Our comprehensive solution empowers you to forecast student population, consolidate bus stops, reduce mileage and decrease expenses associated with fuel, parts, payroll and more. By utilizing Versatrans, your district can easily reduce fuel consumption, decrease wear and tear costs, reduce driver time and eliminate costly repairs and mechanic overtime.

Technology Where It's Needed

By pushing the power of the system to where the work happens, Versatrans brings information to your employees in the field, or to the parents at home.

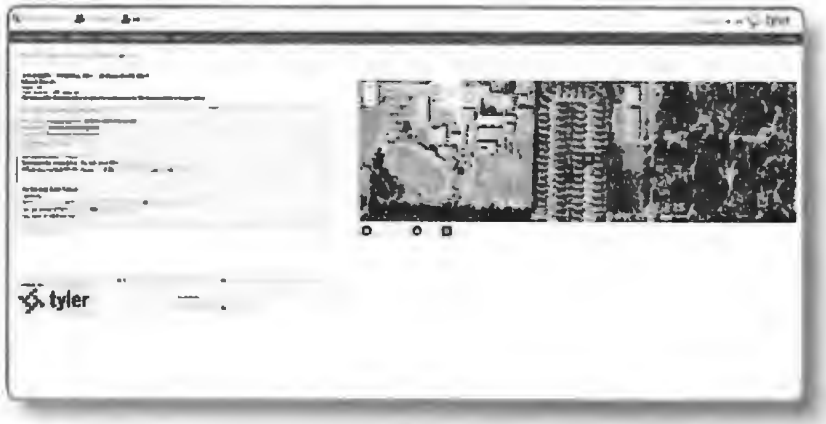
Versatrans e-Link®

Share vital information with the public such as school attendance, bus stops and routing information. When integrated with Versatrans Routing & Planning, e-Link reduces administrative burden by granting access to authorized people. Versatrans is one complete system for all your transportation needs — providing not only routes and bus stops' data but also the tools to distribute the information properly.

Tyler's Electronic Rollout Sheet

Bring the job of the dispatcher into the mobile age. Rollout's cutting-edge interface makes the status of individual buses and the entire fleet visible at a glace and puts the information at the dispatcher's fingertips, even in the field.

"No other company says, 'What do you need from us to make your job easier?' Tyler Technologies does."
- Joe Dives, Magnolia ISD, Texas



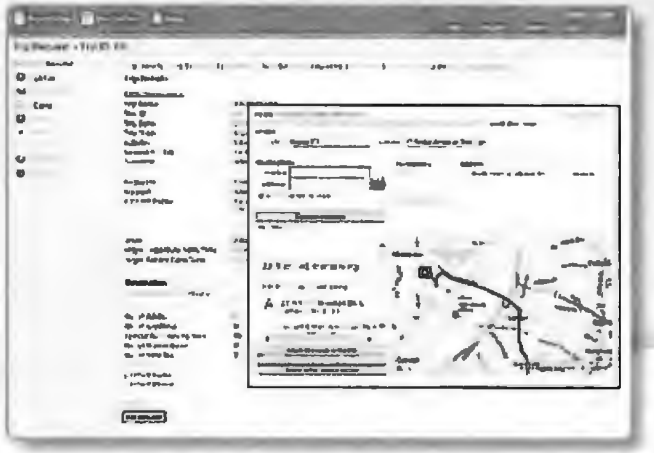
e-Link

Versatrans Fleetvision®

Versatrans Fleetvision® connects and tracks all of the data you need to stay on top of your fleet maintenance operations. You can monitor periodic maintenance, track and review important fleet maintenance information and use that data to make solid decisions about your fleet including inventory control and work order management. Fleetvision provides you with greater accountability and overall control of your operations.

Versatrans Triptracker

Versatrans Triptracker grants control over the activity trip management life-cycle — from the activity trip request, to fulfillment, staffing, administration and billing — within one comprehensive system. From the transportation clerk and drivers to the schedulers, everyone has the vital information at the ready.



Triptracker



Peace of Mind for You & Your Community

Versatrans offers functionality to school districts that is unique to the transportation industry. Our Tyler Telematic GPS application helps control predictive maintenance, optimizes spare fleets, provides driver training and risk management, simplifies regulatory and environmental compliance and produces cost savings in productivity and route efficiency.

Coupled with our Versatrans Fleetvision product, Tyler Telematic GPS takes the guesswork out of monitoring the health of your fleet. Telematic GPS collects the hard data and sends real-time alerts with state-of-the-art on board diagnostic (OBD) reporting. Potential issues, such as overheating and low tire pressure, are identified before they can occur and cause expensive mechanical damage.

Versatrans can also be enhanced by the Tyler Drive™ on-board tablet: one-of-a-kind software loaded onto a unique, semi-rugged tablet, which is mounted on the school bus console. Once installed, Tyler Drive essentially turns a vehicle into a mobile transportation management terminal. Not only is it the first solution to provide drivers with turn-by-turn directions to each stop on their route, it also manages student ridership, employee timekeeping, and pre- and post-trip vehicle inspections. All of this is fully integrated in real time with Versatrans.



"It really is just a very good program. But I think the best thing about using them is that Tyler cares about its customers."

- [redacted] Jensvold,
Brainerd Public Schools, Minnesota



Student Tracking

Versatrans is designed to facilitate the ease of student management.

Versatrans My Stop gives students, parents and guardians a graphical display of buses' locations, as well as the estimated time of arrival. This mobile solution helps to increase communication with parents and guardians by providing information before it is requested.

Versatrans Student Tracking monitors student movement from the time they are on the bus until they arrive at their destination. This solution ensures greater accountability and provides peace of mind to parents and guardians. By leveraging GPS information and Routing & Planning, Versatrans Onscreen creates responsibility for drivers and aids in decision-making for increased efficiency in transportation departments.

Creating peace of mind for your drivers.

Through use of the data collected by the Tyler Telematic GPS system, drivers are protected against allegations of harsh braking, speeding and more.

- Respond quickly and appropriately to student or parent complaints about drivers
- Set districtwide parameters for incidents
- Provide alternate route coverage while investigating complaints
- Defend drivers with hard data



Application Details

Routing & Planning Standard Edition

Districts of all sizes use Versatrans Routing & Planning Standard Edition to meet their school bus routing and district planning needs. More than one thousand users have realized the benefits of efficiently managing vehicle costs and anticipating demographic changes in school communities. In addition to industry-leading software, Versatrans also provides unmatched service focused on building long-term relationships, proven by our 98% client retention rate.

Routing & Planning Limited Edition

Versatrans Routing & Planning Limited Edition is the software solution for pupil transportation operations of limited enrollment. With many powerful features such as future route changes scheduling, day variant and special needs routing, as well as extensive reporting capabilities, this advanced application means smaller operations don't have to sacrifice power for price.

Tyler Drive

Versatrans can be enhanced by the Tyler Drive™ on-board tablet: one-of-a-kind software loaded onto a unique, semi-rugged tablet, which is mounted on the school bus console. Tyler Drive is able to provide the most comprehensive and reliable route navigation available. While a consumer GPS guidance system comes up with its own route from point A to point B, Tyler Drive displays the route that you built with Versatrans. The device shows the highlighted route and step-by-step text and audio instructions to reach the next scheduled stop. This eliminates paper route sheets, and the dangerous, distracted driving they cause when drivers try to read the directions to their next stop. At each stop, Tyler Drive displays the names and photos of all students who should be boarding or disembarking at that location, and the system can manage student ridership via touch or card scan.

e-Link

Versatrans e-Link is a web-based solution that provides fast address lookup or student data entry into your Versatrans database. Find answers to common questions regarding school attendance, bus stops and routing information and publish this information through your website for parents to view, thus eliminating time-consuming phone calls. The solution also houses a role-based visual calendar that can be utilized internally for specific department calendars or as school/district calendars for parents, guardians and students.

Electronic Rollout Sheet

Rollout brings mobility to the job of the dispatcher. Rollout's user-friendly interface makes the status of individual buses and the entire fleet available on a mobile device, from scheduling and changing trip status to identifying mechanical issues and flagging late buses. Dispatchers can now be where the work is — in the lot with their fleet's information in their hands.

Fleetvision

Versatrans Fleetvision is a fleet management software solution that provides managers with accountability, clarity and organizational control over their shop and fleet. Inventory management, part core tracking, preventive maintenance plans and employee certification tracking are just some of the elements that make Versatrans Fleetvision the most comprehensive fleet management software package on the market today.

Onscreen & Versatrans My Stop

Versatrans Onscreen offers accountability for drivers and aids in decision-making for increased efficiency in transportation departments. Versatrans Onscreen also offers a flexible design that accepts GPS data from multiple sources. Parents, guardians and students see the value of Versatrans My Stop, a mobile Web application that displays the current location of the bus and its estimated time of arrival at the stop.

SIF Agent

The Versatrans SIF Agent enables districts to reduce redundant data entry and improve data integrity. By automating the exchange of information between information systems within a district, the Versatrans SIF Agent ensures that transportation data is consistent with other sources. A long-time supporter of the SIF® initiative, Tyler Technologies was the first software vendor to have a product receive SIF certification.

Student Tracking

With Versatrans Student Tracking you can achieve greater accountability and provide peace of mind to parents and guardians. Dispatchers have instant access to information in real-time. They can track where and when each student gets on and off the bus, and whether it's their usual stop or not. For hardware, student tracking utilizes a contactless near field communication (NFIC) card reader or the Tyler Drive tablet touch screen.

Triptracker

Versatrans Triptracker is a web-based solution for managing all aspects of the activity trip process, from the initial request through invoicing. With many powerful features such as automated driver selection and a user-defined approval process, Triptracker allows a school district to save hours in the day. This application comes ready to integrate with Versatrans Routing & Planning and Tyler's Munis® financial management solution at no extra cost.

Telematic GPS

Tyler Telematic GPS produces a measurable ROI by providing a complete view of a vehicle, driver and engine. In addition to providing alerts for red and yellow flashers, stop arm use and other triggers, Telematic GPS sends reports on and decodes information from the vehicle's on board diagnostic (OBD) computer. Through the use of g-force monitoring, driver trainers can quickly identify unsafe driver behaviors and address them before they become an issue. Telematic GPS is completely integrated with Fleetvision, Onscreen and Routing & Planning.

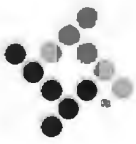
"Mobile CAD helps dispatchers do those calls and get them out quickly. It has greatly impacted our response time."

- Mike Raute, IT Director
City of Boerne, Texas

Software that thinks like you do.

Tyler Technologies (NYSE: TYL) is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 21,000 successful installations across 10,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. A financially strong company, Tyler has achieved double-digit revenue growth every quarter since 2012. It was also named to Forbes' "Best Midsize Employers" list in 2018 and recognized twice on its "Most Innovative Growth Companies" list. More information about Tyler Technologies, headquartered in Plano, Texas, can be found at **tylertech.com.**

800.646.2633 | info@tylertech.com | tylertech.com



tyler technologies

Empowering people who serve the public®

VERS-TM-BR-10865-0519

© 2019 Tyler Technologies, Inc., All Rights Reserved

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Ratify Contracts between Capitol Public Finance Group and Western Placer Unified School District for Professional and Consulting Services

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
District General Funds / Facilities Funds

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The attached two contracts are for Capitol Pubic Finance Group and Western Placer Unified School District for professional and consulting services.

In the first contract, as listed on Exhibit A, Capitol PFG shall provide WPUSD with the following services:

- Municipal Security Issuance Services - issuance of Tax and Revenues Anticipation Notes (TRAN). The fee for this service is a flat fee of $15,000.

- Additional Financial Planning and Advisory Services - financial planning, facilities planning, advice on development mitigation, bond planning, trainings and attending board staff and committee meetings as requested. The fee for this service is at a rate of $200 hourly rate.

In the second contract, as listed on Exhibit A, Capitol PFG shall provide WPUSD with the following services:

- Annual Report Filing General Obligation Bond, Certificate of Participation. The annual fee will be $4,500 plus expenses.
- Annual Report Filing Special Tax Bond Anticipation Notes. The annual fee will be $1,500 plus expenses.
- Material Event Filing. The fee will be $500 per filing.
- Annual Debt Transparency Report Filing. The fee will be $750 per filing when bond proceeds are not fully expended and $500 per filing when bond proceeds are fully expended.

The two contracts are for a period of five years, starting July 1, 2021 and ending on June 30, 2025 and can be terminated either with seven days' notice (first contract) or immediately (second contract) with notice.

RECOMMENDATION:

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

AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND
CAPITOL PUBLIC FINANCE GROUP

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this **7th day of May, 2021**, by and between **WESTERN PLACER UNIFIED SCHOOL DISTRICT** (the "District") and **CAPITOL PUBLIC FINANCE GROUP** ("Consultant") (collectively referred to as the "Parties" and each individually as the "Party").

2. **Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of the District.

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in the scope of work proposal and fee schedule set forth in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Fiduciary Duty. In accordance with the Municipal Securities Rulemaking Board Proposed Rule 42, Consultant has provided a Conflict of Interest Disclosure as set forth in **Exhibit "B"**. Consultant shall provide the District with periodic updates of Exhibit "B" on an as-needed basis, including written disclosures of actual or pending conflicts of interests, legal or disciplinary actions, and flat or contingent fee arrangements associated with the issuance of municipal securities or financial products.

3.2 **Term**. The term of this Agreement shall be from the date first written above and shall continue until June 30, 2025, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. The District retains Consultant on an independent contractor basis and Consultant is not an employee of the District. Any additional personnel performing the Services under this Agreement on behalf of

Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of the District and any and all applicable regulatory State agencies, and shall be the property of the District.

(c) Work Authorization/Task Order. Consultant shall obtain from the District a written work authorization for the Project prior to commencing any work or performing any Services under this Agreement. Such written work authorization shall reiterate Consultant's duties outlined herein and provide written confirmation of the specific Services, or portion thereof, to be performed, any applicable schedule requirements for such Services, as well as the agreed upon compensation to be provided for such Services consistent with the not to exceed fee set forth this Agreement.

(d) Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

(e) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(f) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(g) Insurance. Consultant shall provide insurance in amount and type subject to the review and approval of the District. Consultant shall also provide District with the copies of its insurance policies prior to commencing work on the Project.

(h) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed.

(i) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractors' activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement for the not-to-exceed fees set forth in Exhibit "A" attached hereto and incorporated herein by reference consistent with the applicable Work Authorization. Consultant shall not be entitled to any compensation under this Agreement except as confirmed in such written Work Authorization. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing in advance by the District.

(c) Payment of Compensation. Consultant shall submit to the District an itemized statement which indicates work completed and hours of Services rendered by Consultant. The District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by the District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from the District.

(e) Authority to Amend Agreement. As the authorized representative for the District for the purposes of binding the District to amendments to this Agreement, the Superintendent or his/her designee, may authorize and execute an amendment to this Agreement to add Services and/or increase the not-to-exceed fee by up to twenty-five percent if the Superintendent identifies an immediate need for such an amendment. All such amendments executed by the Superintendent shall be subject to ratification by the District's governing board.

3.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any

other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 **General Provisions.**

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon rescission of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without the District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, the District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CAPITOL PUBLIC FINANCE GROUP
2436 Professional Drive, Suite 300
Roseville, CA 95661
Tel.: (916) 641-2734
Fax: (916) 921-2734

Attn: Christopher Terry, Managing Partner

DISTRICT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 Sixth Street, Suite 400
Lincoln, CA 95648
Attn: Audrey Kilpatrick, Assistant Superintendent of Business Services and Operations

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Delivery of notice may also be made by overnight mail with proof of delivery; by facsimile with proof of transmission; or by email if receipt is acknowledged by the recipient of the email notice. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of the District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and

other related costs and expenses. Consultant shall reimburse the District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

(g) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(h) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Placer, State of California.

(i) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(j) The District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(k) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of the District.

(l) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(m) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(n) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(o) Conflict of Interest. For the term of this Agreement, no member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(p) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of the District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted.

(q) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(r) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(s) Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District facilities.

(t) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education. Any amendments, except as required by law, to this Agreement shall require Board approval or ratification.

(u) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(v) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement. Copies of signatures shall have the same force and effect as original signatures.

(w) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____

Name: Audrey Kilpatrick

Title: Assistant Superintendent, Business & Operations

CAPITOL PUBLIC FINANCE GROUP, LLC

By: _____

Name: Christopher Terry

Title: Managing Partner

EXHIBIT "A"
Scope of Work and Fee Schedule

Capitol Public Finance Group will provide the following, on an as needed basis, as specified by and at the direction of the District, general financial planning and advisory services to the District which include but are not limited to the following:

Municipal Security Issuance Services

- Issuance of Tax and Revenue Anticipation Notes (Notes) through a competitive or negotiated sales process

In consideration of Municipal Security Issuance Services provided, Western Placer Unified School District will pay Capitol Public Finance Group a flat fee of $15,000 (plus costs related to the publication of the Official Notice of Sale and the use of the IPREO platform) contingent on the successful closing of the Notes.

Additional Financial Planning and Advisory Services

- Facilities planning and facilities accounting
- Advice with respect to development mitigation and land acquisition
- Advice with respect to school district funding and asset management
- Advice with respect to general and facilities funds allocated to debt and contingent liabilities
- Bond Planning, including tax rate analysis, tax base analysis, sizing, timing, and structuring of proposed debt issuance
- Advice with respect to existing debt
- Assistance with entity's such as the County Office of Education, County of Placer, and members of the finance industry (e.g., attorneys, underwriters, rating agencies etc.)
- Compliance with debt covenants, the Internal Revenue Code, continuing disclosure obligations (to the extent not otherwise provided for), and related policies and procedures
- Investment advice related to the proceeds of municipal securities
- Advice with respect to financial products, services and proposals
- Financial communication strategies and presentations
- Training and education for Board, staff and committees

In consideration of consulting services provided, Western Placer Unified School District will pay Capitol Public Finance Group an hourly rate of $200, billed on a monthly basis. In accordance with Section 3.1(b), flat or contingent fee arrangements will be mutually agreed upon concurrently with the scope of work to be provided.

EXHIBIT "B"
MSRB Rule G-10 and G-42 Supplement

Conflict of Interest and Other Regulatory Disclosure
Western Placer Unified District

As of May 7, 2021

Municipal Advisory Services

As part of the fiduciary duty Municipal Advisors owe to their clients, Capitol PFG is providing this supplement to advise you of actual or potential conflicts of interest. Capitol PFG is identifying actual or potential conflicts of interest by marking the relevant conflict in the boxes below; providing a brief explanation of the nature, implications and potential consequences of each conflict; and providing an explanation of how Capitol PFG will manage or mitigate the conflict.

☐ any actual or potential conflicts of interest of which it is aware after reasonable inquiry that could reasonably be anticipated to impair its ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients

☐ any affiliate of the municipal advisor that provides any advice, service, or product to or on behalf of the client that is directly related to the municipal advisory activities to be performed by the disclosing municipal advisor

☐ any payments made by the municipal advisor, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the client

☐ any payments received by the municipal advisor from a third party to enlist the municipal advisor's recommendation to the client of its services, any municipal securities transaction or any municipal financial product

☐ any fee-splitting arrangements involving the municipal advisor and any provider of investments or services to the client

☒ any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which the municipal advisor is providing advice

Explanation of Conflict. The fees to be paid by the Western Placer Unified School District for Municipal Security Issuance Services to Capitol PFG are contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Capitol PFG may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Western Placer Unified School District. For example, when facts

or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Capitol PFG may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Capitol PFG manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Western Placer Unified School District which require it to put the interests of the Western Placer Unified School District ahead of its own.

- ☐ any other engagements or relationships of the municipal advisor that could reasonably be anticipated to impair the municipal advisor's ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients

- ☐ Capitol PFG has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the Western Placer Unified District in accordance with its fiduciary duty to the District. To the extent any such conflicts of interest arise after the date of this Agreement, Capitol PFG will provide information with respect to such conflicts in the form of a written supplement to this Agreement.

- ☐ any legal or disciplinary event that is material to the Western Placer Unified District's evaluation of Capitol PFG or the integrity of its management or advisory personnel

Copies of Capitol PFG filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Capitol Public Finance Group, LLC or for our CIK number which is 0001614042. There have been no material changes to the legal or disciplinary events that Capitol PFG has disclosed to the SEC.

Information for Municipal Advisory Clients

Capitol Public Finance Group, LLC is registered as a Municipal Advisor with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC).

The MSRB's website address is http://msrb.org/

The MSRB provides a municipal advisory client brochure that is posted on its website. The brochure describes protections that may be provided by the MSRB and how to file a complaint with an appropriate regulatory authority.

The MSRB Client Brochure may be found at the following link:

http://www.msrb.org/~/media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en

Captol | PFG
Crafting Optimal Financial Solutions

CONSULTING SERVICES AGREEMENT

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

1. Definitions. The following definitions shall apply to this Agreement.
   a. The "Commencement Date" shall be July 1, 2020.
   b. The "Termination Date" shall be the June 30, 2025.
   c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
   d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. Services. The duties and tasks to be performed by Capitol PFG (the "Services") shall be outlined in the attached Consulting Services Order(s). During the performance of such Services by Capitol PFG, the Client will retain and exercise decision-making authority over the Services performed by Capitol PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and Client may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order and attached to this Agreement.
3. Payment. Client shall pay Capitol PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. Termination. Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective immediately upon receipt of a Termination Notice.

Christopher Terry
Capitol Public Finance Group, LLC

Date: 5/7/2021

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

Date: _____

CSO No. 2021-1

CONSULTING SERVICES ORDER

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

Services:

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

Provide Financial Consulting Services with respect to any Annual Debt Transparency Reports (ADTR) as required by California SB 1029.

Consulting Service Fee:

Annual Report Filing – General Obligation Bond and Certificates of Participation

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

Annual Report Filing – Special Tax Bond Anticipation Note

Capitol PFG will receive a fee of $1,500 plus expenses. Expenses related to this service involve statistical data reports provided by outside vendors.

Material Event Filing

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

Annual Debt Transparency Report Filing

Capitol PFG will receive a fee of $750 per ADTR filing when bond proceeds are not fully expended and $500 per ADTR filing when bond proceeds are fully expended.

Payment Schedule:

The Consulting Service Fee will be invoiced upon completion and submittal of the Annual Report, ADTR Reports and Material Event filings, if any.

APPENDIX A

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

$51,795,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
Certificates of Participation, 2017 Refinancing Project

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

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

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

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

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

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

$18,545,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
Community Facilities District No. 1
2020 Bond Anticipation Notes

$34,980,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
Community Facilities District No. 2
2020 Bond Anticipation Notes

Certificate of Acceptance of

Capitol Public Finance Group, LLC as Dissemination Agent

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

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

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract between Sierra National Asphalt and Western Placer Unified School District/ LHS

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Developer fees

MEETING DATE:

May 18, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Sierra National Asphalt. The agreement includes Phase 1 removal of Asphalt for Ramp/Buildings for the Facilities Department. The services will be paid with Developer fees and will cost $5,873.00.

RECOMMENDATION:

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

SIERRA NATIONAL ASPHALT

5433 El Camino Ave., Suite 4
Carmichael, CA 95608
(916) 452-4488 Office
(916) 452-4499 Fax
DIR # 1000016970
CA Contractors Lic. No. 855769

Proposal

Proposal Date: April 22, 2021

Sierra National Construction, Inc. dba Sierra National Asphalt

Prepared for [hereinafter "Buyer"]:	Project or Property:
Hannah Ritchie Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648 Phone 916-223-1355 Email hritchie@wpusd.org	Lincoln High School 790 J Street Lincoln, CA

Sierra National Construction, Inc. dba Sierra National Asphalt [hereinafter "SNA"] proposes to furnish all material, equipment, and perform all labor necessary to complete the following scope of work:

Phase I

Item	Description	Quantity	Unit Cost	Extension
1	REMOVAL OF ASPHALT @ RAMP/BUILDINGS: Cut/jack-hammer existing asphalt at buildings and ramps approx. one foot wide. Off-haul materials from site.	1 Job		$ 5,873.00

OK to process
H Ritchie 5/6

work to be done June 23rd 2021 20/21 School year

THE FOLLOWING MATERIALS AND ITEMS OF WORK ARE SPECIFICALLY EXCLUDED FROM THIS CONTRACT:

- Permits, fees, or assessments.

Contract Terms & Conditions

1. Payment. A finance charge of ten percent (10%) per year will be assessed on late payments over thirty (30) days
2. Extra Work. All agreements must be made in writing and any alteration or deviation from the specifications contained herein involving extra cost, material, or labor will only be executed upon written orders for same and will become an extra charge to this contract.
3. Performance. Performance of work is contingent upon strikes, accidents, delays, or material price increases beyond the control of SNA.
4. Delay(s). SNA shall NOT be liable for delay(s) caused in whole or in part by others to provide for removal, relocation, or reconstruction of any existing facility, material, equipment or obstruction of any kind which may prevent SNA from performing it's work; or in the event delay is caused by conditions beyond our control; or if weather or ground conditions do not permit performance.
5. Warranty. Sierra National Asphalt shall repair or replace any work done under this contract that may prove to be defective material or workmanship for a period of one year after installation: ordinary wear and tear and unusual abuse or

Authority to Execute Contract. Each person executing this contract represents that the execution of this contract has been fully authorized by the party on whose behalf the person is executing the contract. The parties willingly agree to be bound by all of the Terms and Conditions.

Respectfully submitted (SNA Authorized Signature),	Buyers Acceptance (Authorized Signature),
Joe Linster Date 4/22/2021	Date 11/29/21

neglect excepted. SNA shall not be liable for any failure of existing Improved property caused by faulty design, improper construction, or improper maintenance any of which may arise before, during, or after execution of this contract.

6. Arbitration of Disputes. If a dispute arises out of this contract, the Parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes arising out of this contract that are not resolved hy negotiation shall be resolved by binding arbitration in accordance with the Construction Industry Rules of American Arbitration Association in effect at the time. Judgment may be entered upon the arbitration award in any court having jurisdiction over the matter. This mandatory arbitration provision shall not apply to any personal Injury and/or wrongful death claims or any disputes or claims where a third party's (an individual or entity not a party to this contract) inclusion in the arbitration as a party would be necessary or appropriate to fully and properly adjudicate the claim or dispute and to avoid the multiplicity of actions.

7. Governing Law. This contract shall be governed by the law of California

8. Entire Agreement. This contract and proposal contains the entire agreement between the parties, and supercedes all prior or contemporaneous written or oral communications.

9. Attorney Fees and Court Costs. If any party to this contract commences an action or arbitration proceeding to interpret or enforce this contract or any provision thereof; the prevailing party shall be entitled to an award of costs and attorney fees in addition to all other amounts awarded by the court or arbitrator.

10. Unenforceable Provision. If any provision of this contract is determined to be illegal or unenforceable for any reason, the same shall be severed from this contract and the remainder of this contract shall be given full force and effect.

11. Bonding. Should Buyer require SNA to secure a payment and/or performance bond in connection with this contract, the cost of securing such bond or bonds will be an extra cost to this contract.

12. Expiration. If not accepted in writing this Proposal expires thirty (30) days from Date of Proposal.

13. Conflict. This Proposal shall be made part of any agreement between Buyer and SNA and shall be controlling where conflicts exist.

14. Indemnity. SNA will not sign a Type 1 indemnity nor an agreement that does not equitably apportion indemnity or fault.

15. NOTICE. Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defect must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, PO Box 26000, Sacramento, CA 95826. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate your complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov Call CSLB at 800-321-CSLB (2752).

Authority to Execute Contract. Each person executing this contract represents that the execution of this contract has been fully authorized by the party on whose behalf the person is executing the contract. The parties willingly agree to be bound by all of the Terms and Conditions.

Respectfully submitted (SNA Authorized Signature),		Buyers Acceptance (Authorized Signature),	
Joe Linster	Date 4/22/2021		Date 4/19/21

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 between Sierra National Asphalt and Western Placer Unified School District/ LHS

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Developer fees

MEETING DATE:

May 18, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Sierra National Asphalt. The agreement includes Phase 2 removal of Asphalt for Ramp/Buildings for the Facilities Department. The services will be paid with Developer fees and will cost $7,323.00.

RECOMMENDATION:

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

Proposal

Proposal Date: April 22, 2021

5433 El Camino Ave., Suite 4
Carmichael, CA 95608
(916) 452-4488 Office
(916) 452-4499 Fax
DIR # 1000016970
CA Contractors Lic. No. 855769

Sierra National Construction, Inc. dba Sierra National Asphalt

Prepared for [hereinafter "Buyer"]:	Project or Property:
Hannah Ritchie Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648 Phone 916-223-1355 Email hritchie@wpusd.org	Lincoln High School 790 J Street Lincoln, CA

Sierra National Construction, Inc. dba Sierra National Asphalt [hereinafter "SNA"] proposes to furnish all material, equipment, and perform all labor necessary to complete the following scope of work:

Phase II

Item	Description	Quantity	Unit Cost	Extension
1	**REMOVAL OF ASPHALT FOR RAMP/BUILDINGS:** Grind and remove ramps (completely) after buildings are removed. Apply thin layer of asphalt over grinding area to smooth out. -Includes blackout of striping as needed -Removal of three fence posts/fabric. Patch holes	1 Job		$ 7,323.00

OK to process
H Ritchie
O/C work to be done next school year (after July 1st 21/22

THE FOLLOWING MATERIALS AND ITEMS OF WORK ARE SPECIFICALLY EXCLUDED FROM THIS CONTRACT:

- **Permits, fees, or assessments.**

Contract Terms & Conditions

1. **Payment. A finance charge of ten percent (10%) per year will be assessed on late payments over thirty (30) days**

2. **Extra Work. All agreements must be made in writing and any alteration or deviation from the specifications contained herein involving extra cost, material, or labor will only be executed upon written orders for same and will become an extra charge to this contract.**

3. **Performance. Performance of work is contingent upon strikes, accidents, delays, or material price increases beyond the control of SNA.**

4. **Delay(s). SNA shall NOT be liable for delay(s) caused in whole or in part by others to provide for removal, relocation, or reconstruction of any existing facility, material, equipment or obstruction of any kind which may prevent SNA from**

Authority to Execute Contract. Each person executing this contract represents that the execution of this contract has been fully authorized by the party on whose behalf the person is executing the contract. The parties willingly agree to be bound by all of the Terms and Conditions.

Respectfully submitted (SNA Authorized Signature),	Buyers Acceptance (Authorized Signature),
Joe Linster Date 4/22/2021	Date 4/29/21

performing it's work; or in the event delay is caused by conditions beyond our control; or if weather or ground conditions do not permit performance.

5. Warranty. Sierra National Asphalt shall repair or replace any work done under this contract that may prove to be defective material or workmanship for a period of one year after installation: ordinary wear and tear and unusual abuse or neglect excepted. SNA shall not be liable for any failure of existing improved property caused by faulty design, improper construction, or improper maintenance any of which may arise before, during, or after execution of this contract.

6. Arbitration of Disputes. If a dispute arises out of this contract, the Parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes arising out of this contract that are not resolved by negotiation shall be resolved by binding arbitration in accordance with the Construction Industry Rules of American Arbitration Association in effect at the time. Judgment may be entered upon the arbitration award in any court having jurisdiction over the matter. This mandatory arbitration provision shall not apply to any personal injury and/or wrongful death claims or any disputes or claims where a third party's (an individual or entity not a party to this contract) inclusion in the arbitration as a party would be necessary or appropriate to fully and properly adjudicate the claim or dispute and to avoid the multiplicity of actions.

7. Governing Law. This contract shall be governed by the law of California

8. Entire Agreement. This contract and proposal contains the entire agreement between the parties, and supercedes all prior or contemporaneous written or oral communications.

9. Attorney Fees and Court Costs. If any party to this contract commences an action or arbitration procceding to interpret or enforce this contract or any provision thereof; the prevailing party shall be entitled to an award of costs and attorney fees in addition to all other amounts awarded by the court or arbitrator.

10. Unenforceable Provision. If any provision of this contract is determined to be illegal or unenforceable for any reason, the same shall be severed from this contract and the remainder of this contract shall be given full force and effect.

11. Bonding. Should Buyer require SNA to secure a payment and/or performance bond in connection with this contract, the cost of securing such bond or bonds will be an extra cost to this contract.

12. Expiration. If not accepted in writing this Proposal expires thirty (30) days from Date of Proposal.

13. Conflict. This Proposal shall be made part of any agreement between Buyer and SNA and shall be controlling where conflicts exist.

14. Indemnity. SNA will not sign a Type 1 indemnity nor an agreement that does not equitably apportion indemnity or fault.

15. NOTICE. Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defect must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, PO Box 26000, Sacramento, CA 95826. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate your complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov Call CSLB at 800-321-CSLB (2752).

Authority to Execute Contract. Each person executing this contract represents that the execution of this contract has been fully authorized by the party on whose behalf the person is executing the contract. The parties willingly agree to be bound by all of the Terms and Conditions.	
Respectfully submitted (SNA Authorized Signature),	**Buyers Acceptance (Authorized Signature),**
Joe Linster Date 4/22/2021	Date 4/29/21

K:\BIDS\2021\04 April\LINCOLN HIGH SCHOOL\LINCOLN HIGH SCHOOL.phz2.docx

OK per PE 4/28/2021

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 between KS Telecom, Inc., and WPUSD for Camera Installation at Lincoln High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

RDA Funds & Site Discretionary Funds

MEETING DATE:

May 18, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement authorizes KS Telecom, Inc., to install cameras at Lincoln High School. The services will be paid with $9,130.00 in RDA funds and $11,535.00 in Site Discretionary Funds.

RECOMMENDATION:

Administration recommends the Board ratify the agreement between KS Telecom, Inc., and Western Placer Unified School District for installation of cameras at Lincoln High School.

KS TELECOM
Design • Installation • Service

916-652-4735
FAX 916-652-4296
P. O. Box 330
Penryn, California 95663-0330
www.KSTelecomInc.com
tomh@kstelecominc.com

April 19, 2021

Western Placer Unified School District

Lincoln High School Cameras

790 J St, Lincoln, CA 95648

K S Telecom, Inc. (KST) is providing a quote for new Avigilon cameras at the Lincoln High School in Lincoln, California. This quote is based on a site walk with the site principal and a representative from the district IT department.

A core set of (4) new cameras including (1) 180-degree Multi-Sensor 3 x 8 MP camera, (1) 3 x 8 MP 270 degree Multi-Sensor camera, and (2) 6MP Indoor Dome cameras at various locations throughout the campus.

Finally, an option for (1) 3 x 8 MP 270 degree Multi-Sensor camera near the weight room.

For this quote, **KST** will utilize existing camera cabling, licenses, and pathways where possible and new cabling as noted on the camera view description. All necessary mounts and accessories for each camera are included.

As it relates to the quote:

- Site video server is stated to be existing and sufficient for the additional cameras. **KST** will only be providing the (3) new ACC 7 Enterprise licenses for the cameras as noted in the descriptions. One of the new cameras provided will be replacing an existing camera and utilize existing licensing as noted.
- **KST** will IP address all new cameras. All other programing including integration into the server, etc., by the district.
- **KST** will install and obtain field of view and focus.
- **KST** will need the list of IP addresses, subnet, and gateway prior to installation in order to properly configure the cameras to work with the districts system.
- It was stated on the job walk that the site is not well illuminated therefore all cameras listed have IR capabilities.
- All new Avigilon cameras **KST** is providing have full analytic capabilities.

The (4) core camera locations are detailed as follows:

Camera Location # 1: KST will be replacing an old box style camera and providing a new 270-degree 24MP multi-sensor camera (3 x 8 MP) with WDR, LightCatcher technology and IR capabilities, on the northwest side of the library building, viewing the roundabout, the area east, along the north wall of the admin and the area west towards the gymnasium. **KST** will include the necessary mount and accessories for this camera. **KST** will reuse the existing site license and cable for this location and has included minor cabling extensions to facilitate this installation.

Camera Location # 2 KST will be providing a 6MP Dome camera with WDR, LightCatcher technology and IR capabilities, on the north wall inside the gym foyer. This camera will view the entrance to the east and the hallway south from this location. **KST** will include the necessary mount and accessories for this camera. **KST** will install new Cat 6 cabling for this camera. **KST** has included one enterprise camera license for this location. Cameras # 2 and # 3 will effectively cross shoot the gymnasium hallway.

Camera Location # 3 KST will be providing a 6MP Dome camera with WDR, LightCatcher technology and IR capabilities, on the south wall inside the gym foyer. This camera will view the entrance to the east and the hallway in front of the bathrooms to the north. **KST** will include the necessary mount and accessories for this camera. **KST** will install new Cat 6 cabling for this camera. **KST** has included one enterprise camera license for this location. Cameras # 2 and # 3 will effectively cross shoot the gymnasium hallway.

Camera Location # 4: KST will be providing a new 180-degree 24MP multi-sensor camera (3 x 8 MP) with WDR, LightCatcher technology, and IR capabilities on the southeast side of the C building. This camera will view the buss drop off area and sidewalk on the east side of campus. **KST** will install new Cat 6 cabling for this camera which will also require minor conduit additions to facilitate a pathway for the camera cabling. **KST** will include the necessary mount and accessories for this camera. **KST** has also included one enterprise camera license for this location

The base price for the 4 locations is: $ 17,500.00

(This quote is a lump sum bid and includes materials, tax, and labor)

Optional Camera # 5: **KST** will be replacing an old box style camera and demoing an additional failed box camera and providing a new 270-degree 24MP multi-sensor camera (3 x 8 MP) with WDR, LightCatcher technology and IR capabilities, on the northwest side of the weight room building, viewing the area west to the portables, north to the student quad and east of this. **KST** will include the necessary mount and accessories for this camera. **KST** will install new Cat 6 cabling for this camera as the existing cabling has deteriorated and will need to be replaced. **KST** will reuse the existing site license.

The optional camera price is: $ 4,565.00

The total project price with camera #5 is: $ 22,065.00

(This quote is a lump sum bid and includes materials, tax, and labor)

As an option to this configuration for camera, **KST** is providing pricing deduction for a slight change to the design.

Camera Location # 1: KST will be providing a new 6MP Bullet camera with WDR, LightCatcher technology and IR capabilities instead of a multi-sensor cameras on the northwest side of the library building, viewing the roundabout, essentially just replacing the existing dated/failing camera with a new, better quality camera at this location. **KST** will include the necessary mount and accessories for this camera. **KS**T will reuse the existing site license and cable for this location and has included minor cabling extensions to facilitate this installation.

Cameras 2, 3 and 4 remain unaffected as part of the core cameras listed above.

The price deduction for this change is: - $ 1,400.00

This Project Excludes:

1. Any electrical work.
2. Any active components, servers, switches, etc.
3. Any network/server configuration.
4. Cabling, (Except as noted above)
5. Patch panels and wire management.
6. Asbestos, lead paint, or other hazardous material related work.
7. Painting or patching.
8. Replacement of any existing cables. (Except where noted)
9. Camera licenses for all new cameras. (Except as noted above)
10. Anything other than what is described above as this is how we understand the project based off of the information provided.

Warranty Information

K S TELECOM, Inc. warrants all materials and craftsmanship to be free from defects for a ***period of 90 days*** from the date of substantial completion. **KST** shall fix or replace, at its sole discretion, all defective materials and/or craftsmanship, at no charge to the customer, excluding damage as a result of negligence, abuse, misuse, and/or acts of God. Normal and customary service charges shall apply for the diagnosis of repair or non-warranted defects. Any changes to LAN/WAN configuration or programming after acceptance are the responsibility of the Customer.

All Avigilon components come with a 3-year manufacturer's material warranty.

KST's DIR Registration # 1000000120

Contractor License # 790922 (C-7) Expires 2-28-23

An approved CMAS Contractor

Please call or email if you have questions.

Sincerely,

Thomas W. Hansen, *RCDD*
K S Telecom, Inc.
916-652-4735 x 221
916-626-9173 Cell
tomh@KSTelecominc.com

Audrey Kilpatrick

Asst Supt of Business Svs and Operations

Send this PDF to Sales at Avigilon (sales@avigilon.com) or your local Avigilon representative to receive a quote on this design.

Design Comments

LHS - Rev 2 with Bullet on Admin

Sales at Avigilon
+1.604.629.5182
sales@avigilon.com

Technical Support
+1.888.281.5182
support@avigilon.com

This document and the data contained herein were produced using the AVIGILON™ System Design Tool (SDT) and, correspondingly, are subject to the SDT's Terms and Conditions of Use (sdt2.avigilon.com). The SDT and the data contained in this document are for estimation and illustrative purposes only and may not represent actual performance or system design parameters. Please contact your Sales Engineer or asksales@avigilon.com if you have any questions or concerns.



Sales at Avigilon
+1.604.629.5182
sales@avigilon.com

Technical Support
+1.888.281.5182
support@avigilon.com

This document and the data contained herein were produced using the AVIGILONTM System Design Tool (SDT) and, correspondingly, are subject to the SDT's Terms and Conditions of Use (sdt2.avigilon.com). The SDT and the data contained in this document are for estimation and illustrative purposes only and may not represent actual performance or system design parameters. Please contact your Sales Engineer or asksales@avigilon.com if you have any questions or concerns.

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 between Linmoore Fencing and Western Placer Unified School District/ LHS

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

RDA Funds & Site Discretionary Funds

MEETING DATE:

May 18, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Linmoore Fencing. The agreement includes installation of Bid #1 237' of 6' tall iron "modern" fencing, Bid #2 175' of 6' tall iron "modern" fencing and Bid #3 replace 1-Double swing gate & 1- panic gate. The services will be paid with $6,400.00 in RDA funds and $28,222.00 in Site Discretionary Funds.

RECOMMENDATION:

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

LINMOORE FENCING and Iron Works Inc.
7512 Watson Way
Citrus Heights, Ca 95610
(916)725-4321 Phone / (916)728-4321 Fax
info@linmoorefencing.com

Lic. #711703

LINMOORE FENCING and Iron Works Inc.
7512 Watson Way
Citrus Heights, Ca 95610
(916)725-4321 Phone / (916)728-4321 Fax
info@linmoorefencing.com
www.linmoorefencingsacramento.com

Lic. #711703

CONTRACT PAGE 2 OF 3 - NOTICES AND DISCLOSURES / CONTRACTORS STATE LICENSE BOARD

You are entitled to a completely filled in copy of this contract, signed by both you and Linmoore Fencing & Iron Works, Inc., before any work may be started.

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. The extra work or change order is not enforceable against you unless the change order identifies the scope of work encompassed by the order, the amount to be added or subtracted and the effect the order will make in the progress payments or completion date. Linmoore Fencing & Iron Works, Inc.'s failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. **Linmoore Fencing & Iron Works, Inc. is not required to perform additional work of changes without written approval in a change order before any of the new work is started.**

Linmoore Fencing & Iron Works, Inc. carries commercial general liability insurance written by Foothill Valley Insurance. You may call Foothill Valley Insurance at (916) 773-4560 to check coverage. Linmoore Fencing & Iron Works, Inc. carries workers' compensation insurance for all employees.

Anyone who helps improve your property, but who is not paid, may record a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. For information about preventing liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-2752.

CLSB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. **Use only licensed contractors.** If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information please visit www.cslb.ca.gov, call 1-800-321-2752 or write to P.O. Box 26000, Sacramento, CA 95826.

Notice of Three Day Right to Cancel: The law requires that Linmoore Fencing & Iron Works, Inc. provides a notice explaining your right to cancel. You have the right to cancel this contract within three business days of signing. You may cancel by e-mailing, mailing, faxing, or delivering a written notice. Linmoore Fencing & Iron Works, Inc. must receive all notices by midnight of the third business day. Please include your name, your address, and the contract cancellation date. **Upon cancellation, a 10% balance of the previously contracted amount will remain due for administrative fees and material restocking fees.** Linmoore Fencing & Iron Works, Inc. must return any payments exceeding the 10% fee within 10 business days of receiving the cancellation notice. As property owner or general contractor, you must make any materials or products provided available to Linmoore Fencing & Iron Works, Inc. Any goods delivered to you under this contract must be at the contracted residence, in equally good condition as you received it. Alternatively, if you wish to comply with Linmoore Fencing & Iron Works, Inc.'s instructions on how to return the goods, you may do so at your own expense and risk. If you make the goods available to Linmoore Fencing & Iron Works, Inc. and we do not pick them up within 20 days of the date of your notice, you may keep them without any further obligation. If you fail to make the goods available, or if you agree to return the goods and fail to do so, then you remain liable for performance of all obligations under the contract.

_____ Date_____
Jay Linstroth, Linmoore Fencing & Iron Works, Inc.

_____ Date 4/30/21
Home Owner / General Contractor / Authorized Representative

I have received and understand the Notice of the Three-Day Right to Cancel.

Audrey Kilpatrick

Asst Supt of Business Svs and Operations

LINMOORE FENCING and Iron Works Inc.
7512 Watson Way
Citrus Heights, Ca 95610
(916)725-4321 Phone / (916)728-4321 Fax
info@linmoorefencing.com
www.linmoorefencingsacramento.com

Lic. #711703

CONTRACT PAGE 3 OF 3 - NOTICES AND DISCLOSURES / LINMOORE FENCING & IRON WORKS, INC.

All property lines must be properly marked by owner. Linmoore Fencing and Iron Works, Inc. is not responsible for property lines. An additional fee will result as "loss of labor wage" if delay of work is caused by unclear/unmarked property lines, incomplete grading/trenching, and any other unforeseen delays. Total footage measurements include gate openings (jobs are measured through gates). Exact fence/gate placement to be determined by homeowner or general contractor on first day of installation with installer. Linmoore Fencing and Iron Works, Inc. is not responsible for incorrect fence placement or code violations due to property lines, landscaping, pool placement, etc. Ground must be graded properly and prepared for work to include, but not limited to, level ground, open trenches, knowledge and marking of: location of sprinklers, pool piping, underground electrical, gas and phone lines. It is the owner's responsibility to locate and mark such items to avoid damage during planned work. Linmoore Fencing and Iron Works, Inc. is not responsible for underground utilities. All underground utilities can be marked by USA, please call 1-800-227-2600 to request marking as needed. **If underground sprinkler piping is damaged due to post setting or fencing work, sprinklers can be repaired for a material charge and labor fee of $105 an hour as applicable. Any schedule delays must be presented to Linmoore Fencing & Iron Works, Inc. at least 24 hours in advance. A** no show, or cancellation fee of $150.00 may be applied if 24 hour notice is not given.

Jack hammering, core drilling, or asphalt/concrete cutting may be an additional cost unforeseen in original scope of work. If jack hammering, core drilling or cutting of asphalt/concrete is required to set posts, an hourly fee of $105 per hour will apply. Typical post setting spacing is approximately every 8 to 10 ft, if additional posts are required to tie in to existing fencing or due to excessive starts and stops for obstructions in fence line, an additional fee will be applicable. Trees and shrubs should be trimmed/ removed from work areas; if fencing lines cannot be accessed due to excess foliage owner may be billed at $105 per hour for trimming/ removal.

Concrete and/ or custom concrete applications such as coloring and/ or stamping should be cured for at least 24 hours prior to fencing/ railing installations in these areas. Custom decking sealants should be disclosed to Linmoore Fencing and Iron Works, Inc. for proper installation and integrity of fencing/ railing installation.

Linmoore Fencing and Iron Works, Inc. is not responsible for running electrical to gate operators. Linmoore Fencing and Iron Works, Inc. can run low voltage wiring from electrical source to operator within 100'.

Linmoore Fencing and Iron Works, Inc. is not responsible/ liable for improper backing and/ or no backing behind walls, columns, etc. If improper backing or no backing exists an additional fee may be applied for custom fabrication of plates, etc. to ensure stable installation. In the instance of improper/ no backing one year warranty does not apply. Uneven surfaces for connection of fencing/railing such as stucco, stone, etc. may cause an additional fee for custom fabrication to ensure proper installation and building code requirements to satisfy proper picket spacing, etc.

Rust may occur on powder coated metal work, and /or weld joints. Any onsite welds will be touched up with touch up paint. Every effort will be made to match powder coating to touch up paint as best possible. In certain cases, an exact match is not guaranteed. Touch up paint may fade near weld joints. Touch up maintenance may be necessary and is the responsibility of the homeowner after the installation has been completed. **Linmoore Fencing and Iron Works, Inc. is not responsible for touch up maintenance after 1 year warranty period.** Feel free to ask any of our representatives for maintenance tips. Some custom powder coat colors may require a faux finish touch up, which is the responsibility of the homeowner. Linmoore Fencing and Iron Works, Inc. can refer clients to a licensed faux finisb artist but is not responsible for any fees associated with said artist.

Linmoore Fencing and Iron Works, Inc. is not responsible for pulling permits pertaining to the owner's property. Linmoore Fencing and Iron Works, Inc. will perform work as laid out by property owner. **Permits and disclosure of all rules by Homeowner's Association, Private RCC, residential and commercial building codes etc. pertaining to this proposal is the owner's responsibility;** said rules (if any) must be submitted to Linmoore Fencing and Iron Works, Inc. Submittal of plan specifications to fire marshal, if necessary, is the sole responsibility of the Owner. Owner is responsible for any and all costs that may result because these said rules are not submitted to Linmoore Fencing and Iron Works, Inc.

Negotiations with Installers are unacceptable. Only give payment to Installation staff for completed work if instructed to do so by one the Office staff. Generally, an invoice will be generated and mailing of payment is preferred. Linmoore Fencing and Iron Works, Inc. accepts cash, check, or money order for payment methods. **Credit card processing is not available at this time.**

Conflicts with scheduling may arise due to circumstances beyond our control, Linmoore Fencing and Iron Works, Inc. will do everything possible to accommodate for any situation to insure timely installation. Linmoore Fencing and Iron Works, Inc. recommends that inspections, if necessary, are not scheduled until all work is completed.

Pets must be in an enclosed area and are to remain away from jobsite and installers during work. Linmoore Fencing and Iron Works, Inc. is not responsible for owner's pets.

Date _____
Jay Linstroth, Linmoore Fencing & Iron Works, Inc.

_____ Date 4/30/21
Home Owner / General Contractor / Authorized Representative

Audrey Kilpatrick Asst Supt of Business Svs and Operations

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Disposal of Surplus Items – E Waste

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of Business Services

ENCLOSURES:
No

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 18, 2021

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 or disposal of surplus or obsolete property through a number of methods. If the property value is insufficient to defray the costs to arrange a sale, the Board may unanimously approve that property be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping (EC 17546).

The attached list of items from Maintenance and Operations have been determined to be unusable, obsolete or no longer needed and the district desires to dispose of the obsolete televisions through E-Waste For Good which is designed to ensure compliance with state regulations and policies. No funds will be received for the E-waste process.

RECOMMENDATION:

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

Surplus Items

Manufacturer Description	Serial Number/Model	Measurements	Value	Location
ZENITH	821-33200556	23X31	Dispose	M & O
SHARP	632680	25X31	Dispose	M & O
ZENITH	722-35300198	23X31	Dispose	M & O
MAGNOVOX	41219688	34X29	Dispose	M & O
SHARP	616588	25X31	Dispose	M & O
PANASONIC	MB31610510	28X31	Dispose	M & O
SHARP	108820565	25X31	Dispose	M & O
SHARP	625240	25X31	Dispose	M & O
QUASAR	LA01950293	25X31	Dispose	M & O
SAMSUNG	392T550146N	30X17	Dispose	M & O
SAMSUNG	392W2504778	30X17	Dispose	M & O
MAGNOVOX	41219688	32X21	Dispose	M & O
GE	12126616	30X19	Dispose	M & O
SAMSUNG	392T453425	30X19	Dispose	M & O
SAMSUNG	ALXR3CSQC02664	30X17	Dispose	M & O
RCA	104421869	30x22	Dispose	M & O
SAMSUNG	AJUU3CAP701295M	30X17	Dispose	M & O
SAMSUNG	ALXR3CSQC002664	39X30	Dispose	M & O
SAMSUNG	ALM392TSQ453420	30X27	Dispose	M & O
GE	12126616	23X14	Dispose	M & O
ZENITH	421-36190790	23X31	Dispose	M & O
ZENITH	H27h495	23X31	Dispose	M & O
ZENITH	607RMPQ024048	23X31	Dispose	M & O
ZENITH	607RMOK024076	23X31	Dispose	M & O
ZENITH	607RMJF023900	23X31	Dispose	M & O
ZENITH	607RMYA02882	23X31	Dispose	M & O
ZENITH	607RMLN102391	23X31	Dispose	M & O
ZENITH	607RMOK023908	23X31	Dispose	M & O
ZENITH	607RMQK02356	23X31	Dispose	M & O
ZENITH	607RMGK023959	23X31	Dispose	M & O
SHARP	109820564	25X31	Dispose	M & O
ZENITH	607RMJ0235890	23X31	Dispose	M & O
ZENITH	607RMYK024895	23X31	Dispose	M & O
PANASONIC	MB31910410	28X31	Dispose	M & O
SHARP	6126578	25X31	Dispose	M & O
SAMSUNG	ALM692TSP453422	30X27	Dispose	M & O

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 Side Letter of Agreement between the California School Employees' Association (Chapter #741) and Western Placer Unified School District

AGENDA ITEM AREA:
Consent

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

ENCLOSURES:
Side Letter of Agreement

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District and the California School Employees' Association (Chapter #741) approve of this Side Letter of Agreement. This agreement is regarding extending the deadline to notify the District regarding the election of retiree health benefits.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify this Side Letter of Agreement between Western Placer Unified and the California School Employees' Association (Chapter #741).

SIDE LETTER OF AGREEMENT
Between the
WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD)
and the
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION (CSEA Chapter #741)
May 3, 2021

INTRODUCTION

The Parties hereby agree to the following terms for the 2020-2021 school year, which is a Side Letter of Agreement. This Agreement and revision applies to current members of the California School Employees' Association: Chapter #741 (CSEA). All bargaining unit members must continue to follow the terms in the CSEA Chapter #741 collective bargaining agreement. This Agreement is in effect from May 3, 2021-May 15, 2021.

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

K. Retiree Benefits

(....)

1. Submit, in writing, their letters of retirement ~~by March 1st, and~~ by May 15 and

2. Elect, in writing, to receive this benefit

(....)

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

4. The Side Letter of Agreement is contingent and shall become effective upon approval by the California School Employees' Association (Chapter #741) as evidenced by the signature of the CSEA local chapter and WPUSD designees below.

Dated: 5/6/21

For the District:

Gabe Simon, Assistant Superintendent of Personnel Services

Dated: 5/6/21

For CSEA:

Gus Nevarez, President

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Approval of 2021-2022 Contract with Nearpod

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan
Deputy Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Expanded Learning Opportunities Grant

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
The attached one-year contract is with Nearpod, an online platform for student engagement that synchronizes lessons on student's devices and receives real time student insights. Nearpod is being used at our elementary school sites.

RECOMMENDATION:
Administration recommends that the Board approve the contract between Nearpod and Western Placer Unified School District.

nearpod

Quote ID: 123984



April 19, 2021

Dear Kristen,

Thank you for choosing to engage students and transform teaching with Nearpod!

We are always working to meet your students' needs. This year alone, we grew the Lesson Library to over 7,000 standards-aligned lessons, partnered with publishers like Newsela and Desmos to create rich learning experiences, and added user-requested features like matching pairs and Time to Climb.

We look forward to continuing our partnership!

Sincerely,
Talia Hoffman
Office: (855) 632-7763 Extension:
Cell: +1 3039566226
Fax: +1 305-655-1999
taliah@nearpod.com

Nearpod Confidential. All rights reserved.

nearpod

Quote ID: 123984



Sales Order

Sales Order For:

Kristen Beck
WESTERN PLACER UNIFIED
600 6TH ST STE 400
LINCOLN, California 95648
UNITED STATES

Nearpod Contact:

Talia Hoffman
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

Service Start: 08/05/2021 **Service End:** 08/04/2022

Description	Quantity	Total
Nearpod Premium Plus - District: Nearpod Premium Plus, including unlimited access to: - Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features - Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands - Nearpod Video & Activity Library with 5,000+ standards-aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons - District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more - Premium Plus lesson delivery features, including	5000 - Students	$50,600

Nearpod Confidential. All rights reserved.

Live Teacher Annotation and Co-Teaching Nearpod English Learner: A K-12 solution for scaffolded access to rigorous, grade-level, learning experiences and language instruction, featuring resources from trusted educational partners. Flocabulary Site License: Unlimited access to Flocabulary including: - Access to the 600+ standards-aligned K-12 lessons, including a hip hop video and supporting activities - Access to Week in Rap lessons, added weekly during the school year to spotlight current events - Access to student accounts, enabling teachers to assign lessons and activities and view results of assessments		
Online Training: Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.	2 - Licenses	$800.00
	Total	(USD) $51,400.00

Nearpod Confidential. All rights reserved.

Terms

This Sales Order is valid until: 7/30/2021
Service will run from 08/05/2021 until 08/04/2022, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $51,400.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: https://nearpod.com/terms-conditions, the Nearpod Privacy Policy available online at: https://nearpod.com/privacy-policy, the Flocabulary Terms of Use available online at: https://flocabulary.com/terms-of-use/, and the Flocabulary Privacy Policy available online at: https://flocabulary.com/privacy-policy/, as applicable.

Free Training Resources
Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: http://nearpod.com/resources

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

Purchase Order

Please provide PO#: _____

Credit Card

Please provide email address secure payment link should be sent to: _____

Exp: _____

Name on card: _____

Check, ACH or Wire

Name: Kerry Callahan

Signature: _____

Date: 5/4/21

Tax Exempt #: _____

Purchase Orders should be addressed to:
Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: taliah@nearpod.com or FAX: +1 305-655-1999

Nearpod Confidential. All rights reserved.

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:
Approval of 2020-2021 Contract with Edmentum

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan
Deputy Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Expanded Learning Opportunities Grant

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
The attached four-month contract is with Edmentum Courseware – an expanded and enhanced multiple course offering for grades 6-12 that will be utilized during Summer School. Students that are at grade level, falling behind, or advanced, Edmentum courses are customizable to any environment and built to Learning Tools Interoperability (LTI) standards for easy integration with existing systems.

RECOMMENDATION:
Administration recommends that the Board approve the contract between Edmentum and Western Placer Unified School District.

edmentum™

Date:	5/10/2021
Order Number:	Q-334831
Revision:	2
Order Form Expiration Date:	7/9/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 112898
Customer Name: Western Placer Unif Sch Dist
Billing Address: 600 6th St Ste 400
Lincoln, CA 95648-1787

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware Core Virtual Pilot Package	1	5/10/2021	9/9/2021	4
Courseware: HS CTE Library - Program License	10	5/10/2021	9/9/2021	4
Courseware: HS Electives Library - Program License	10	5/10/2021	9/9/2021	4
Courseware: MS Electives Library - Program License	10	5/10/2021	9/9/2021	4
Courseware: Comprehensive Library (Legacy) - Program License	10	5/10/2021	9/9/2021	4

Subtotal:	$850.00
Estimated Tax:	$0.00
Total US Funds:	$850.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.
*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to *edmentum* Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at http://www.edmentum.com/standardterms and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to teacherneeded@Edmentum.com and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions

edmentum™

Date:	5/10/2021
Order Number:	Q-334831
Revision:	2
Order Form Expiration Date:	7/9/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature: [signature]

Name (Printed or Typed): Terry Callahan

Title: Dept. Supt.

Date: 5/18/21

edmentum™

Date:	5/10/2021
Order Number:	Q-334831
Revision:	2
Order Form Expiration Date:	7/9/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy College Pathways School Year	$2,500.00
EdOptions Academy Elementary Pathways	$3,000.00
EdOptions Academy Elementary Semester	$1,600.00
EdOptions Academy Active Yearly per Student	$2,500.00
EdOptions Academy Active Monthly per Course	$80.00
EdOptions Academy Active Monthly per Student	$250.00
EdOptions Academy 18 Week Core Courses	$295.00
EdOptions Academy 18 Week CTE and Elective Courses	$295.00
EdOptions Academy 18 Week Health and Fitness Courses	$295.00
EdOptions Academy 18 Week Advanced Courses	$325.00
EdOptions Academy 18 Week World Language Courses	$325.00
EdOptions Academy 18 Week Advanced World Language Courses	$325.00
EdOptions Academy 18 Week Course Extension Fee	$50.00
EdOptions Academy 9 Week Semester Courses	$200.00
EdOptions Academy 9 Week Course Extension Fee	$25.00
EdOptions Academy Test Prep Courses	$295.00
EdOptions Academy Remediation Courses	$295.00

Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses, Calvert Instructional Support = 14 days, College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

Enrollment extensions are available: 2 Weeks - $25. 4 Weeks - $50.

Foundational Skills Instruction will be available for delivery starting June 1, 2021.

Roles and Responsibilities:

Our Responsibilities
We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.

- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

Your Responsibilities
You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct 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 the amended 2020-2021 Contract With Wellness Together, Inc., dba HearYou.org

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan
Deputy Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
CARES & SIG Wellness

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
The attached amended contract with Wellness Together, Inc. dba HearYou.org is to provide counseling services through June 10, 2022 to our employees and eligible family members as a benefit ancillary to their employment. Added stressors due to COVID-19 have affected our employees in various ways. Therefore, administration feels this would be helpful for our employees.

RECOMMENDATION:
Administration recommends that the Board approve the contract between Wellness Together Inc., dba HearYou.org and Western Placer Unified School District.

Amendment: HearYou.org Counseling Services Agreement

This HearYou.org Counseling Services Agreement (the "Agreement") is entered into by and between Western Placer Unified School District, located at 600 Sixth St. Lincoln, CA 95648, Placer County (the "District") and Wellness Together, Inc., dba HearYou.org, ("Company") a California nonprofit corporation, located at 5701 Lonetree Boulevard, Suite 210 Rocklin, CA 95765. The term of this Agreement shall be between the dates of July 1, 2020 to June 10, 2022 ("Current School Year").

1. Scope of Engagement. District wishes to provide professional counseling services to its employees and their families as a benefit ancillary to their employment, and wishes to engage Company to provide those services on the terms set forth herein.

2. Services to be Provided by Company. Company shall provide confidential professional counseling support services to District's employees and eligible family members (the "Participants"), in a safe, encouraging, and supporting manner. Company shall offer Participants these counseling services in 50-minute sessions, provided online through Company's secure website HearYou.org. Once state and local laws permit in-person sessions, Company may also offer counseling sessions in person at Company's office locations.

The counseling services provided by the Company shall be conducted by individuals as assigned to each Participant by Company, and may include Licensed Marriage and Family Therapists, Licensed Professional Clinical Counselors, Licensed Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Associate Clinical Social Workers. Company shall make its best efforts to schedule each Participant's sessions in a reasonable and timely manner, but cannot guarantee any specific timing, scheduling, or a particular counselor.

Participants may request Company's counseling services by referral from the District, or may they contact Company directly to request counseling services. Company shall designate a Care Coordinator to serve as its liaison with the District. Prior to providing services to a Participant, Company shall confirm the Participant's eligibility with the District. Once District has confirmed a Participant's eligibility, they may receive up to ten (10) 50-minute counseling sessions through the term of this Agreement, in an amount to be determined by the Participant and the Company-assigned counselor. Once the District has confirmed a Participant's eligibility, it shall be the District's responsibility to notify Company if the Participant later becomes ineligible (for example, if their employment with District is terminated).

The Participant may choose to continue services with the Company at their own expense after the maximum of 10 sessions paid for District during the Current School Year have concluded.

3. Confidentiality. At all times during this Agreement, Company and its employees/agents shall comply with all applicable confidentiality laws and regulations relating to professional counseling services. District understands and agrees that the relationship

between the Participants and the Company and its assigned counselors must be held in confidence, and District shall not be entitled to any information about the services provided, other than information necessary to confirm a Participant's eligibility for services and for billing purposes. Any notes or records (other than billing records) created during Company's performance of counseling services shall be the sole property of Company, subject to any applicable privacy or confidentiality laws.

4. Compensation for Services. District shall pay Company a flat fee of $75.00 per counseling session not to exceed a total of $20,000.00 or a total of 266 sessions. Sessions are provided to an eligible Participant with up to five sessions per Participant during the term of this Agreement with the possibility of five additional sessions per Participant if deemed clinically necessary by Company. The amount due for a session shall not be reduced if, for any reason, Participant does not complete the full 50 minute session.

Company shall invoice District for the services provided on a monthly basis, typically by the 5th of the month following the month when services were provided. In order to maintain confidentiality, the invoice shall provide only the name of the Participant and number of sessions provided. The District shall pay Company within thirty (30) calendar days of the invoice date. Unpaid invoice may accrue interest up to 10% per annum after the due date.

5. Term. The term of this Agreement shall be from October 14th, 2020 to June 10th, 2022.

6. Independent Contractor Arrangement. At all times, Company shall be considered an independent contractor of District. No employment, partnership, joint venture, or similar relationship shall be created by this Agreement.

7. Insurance. Company represents and warrants that it carries liability insurance in a coverage amount of no less than $1,000,000, and workers' compensation insurance in coverage amounts required by law.

8. Dispute Resolution. In the event that there is a dispute or controversy between Company and District with respect to this Agreement, the parties agree to engage in mediation (the cost of which shall be split equally) prior to either party commencing litigation. In the event of litigation, the prevailing party shall be entitled to recover their attorneys' fees and costs.

9. Miscellaneous.

A) This Agreement shall be governed and interpreted in accordance with the laws of the State of California.
B) Should any portion of this Agreement be found to be invalid or unlawful, the remainder of the Agreement shall continue to be enforceable.
C) No portion of this Agreement may be assigned without the written consent of both parties.

D) This Agreement sets forth the parties' entire understanding of the subject matter herein, and any prior or contemporaneous promises or understandings are superseded by the terms of this Agreement. This Agreement may only be amended or altered by another written agreement executed by both parties.
E) Each individual signing this Agreement represents and warrants that they have the authority to bind the entity on behalf of which they are signing.
F) This Agreement may be executed in counterparts, and electronic signatures shall have the full force and effect of originals.

IN WITNESS WHEREOF, the parties have agreed to and executed this Agreement on the dates designated below.

For District:

Superintendent or Designee — Date

Printed Name

For Company:

Marlon Morgan, Executive Director
(or Designee)
Wellness Together, Inc., dba HearYou.org
Taxpayer ID: 81-1653329

Date

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:
Assistant Superintendent of Educational Services Job Description

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

With the hiring of a new Assistant Superintendent of Educational Services, the District is updating the job description to include the oversight and technical assistance to charter schools required for the position.

RECOMMENDATION:
Administration recommends approval of the updated job description.

Western Placer Unified School District

POSITION DESCRIPTION

Position Title: **ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES**
Department: Administrative Office
Reports to: District Superintendent

SUMMARY:
Develop, oversees and manages day-to-day operations of educational programs and services for the District. Plans, develops and implements functions related to curriculum, instruction, staff development, textbook adoption, District's testing and assessment programs, Mentor Teacher Program, Special Education, High Achievers, Honors and GATE Programs, assists in non-English speaking student services, participates in negotiation process, provides leadership for school Site Based Management Teams, cooperates in the development of the annual consolidated application and Local Improvement Plan.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
* Provides leadership in planning and conducting curriculum studies including special programs for new courses, funding, staffing requirements and curriculum impact.
* Participates in the selection of textbooks and provides guidance concerning textbook and other instructional material usage.
* Oversees the development and implementation of instructional programs.
* Oversees professional development activities for the District. Ensures a staff development program that addresses curriculum needs.
* Manages instructional departments including Gifted and Talented, Bilingual, K-12 Music, and Art and Elementary Science programs
* Administers student teacher placement.
* Coordinates and monitors the district school improvement process.
* Develops central instructional budget.
* Applies for and writes grant applications, when appropriate.
* State and Federal Categorically Funded Programs
* State and Federal Drug, Alcohol and Tobacco Programs
* Preschool, Latch-Key and related programs
* Consolidated Application

SUPERVISORY RESPONSIBILITIES:
Is responsible for the overall direction, coordination, and evaluation of Bilingual Services, Special Education, Gifted and Talented, Music, Art, and Science.

Carries out supervisory responsibilities in accordance with the District's policies and all applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. **In addition to oversight, provides technical assistance to District sponsored charter schools.**

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:
Administrative credentials, plus five years classroom experience, and previous administrative experience, knowledge of K-12 curriculum, possesses strong skills in working with groups, curriculum and staff development experience.

CERTIFICATES, LICENSES, REGISTRATIONS:
Administrative Certification and a valid teaching certificate.

LANGUAGE SKILLS:
Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from the public, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to administrators, public groups/community, and Board of Trustees.

MATHEMATICAL SKILLS:
Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY:
Ability to define problems, collects data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS and ABILITIES:
Ability to apply knowledge of current research and theory in specific field. Ability to establish and maintain effective working relationships with students, staff and the school community. Ability to speak clearly and concisely both in oral and written communication. Ability to perform duties with awareness of all district requirements and Board of Trustee policies.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to sit, walk, stand and talk or hear. Specific vision abilities required by this job include close vision, distance vision. Frequently driving or the ability is performed while meeting the demands of this job. Occasionally, yet essential to this position, the individual must meet deadlines with severe time constraints, interacting with the public and other workers. Occasionally the position requires the employee to work irregular or extended hours, direct responsibility for the safety, well-being or work output of other people and meet multiple demands from several people.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually very quiet.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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:
Consider Approval of Revised District Calendar for 2021-2022 and District Calendar for 2022-2023

AGENDA ITEM AREA:
Action

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

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 18, 2021

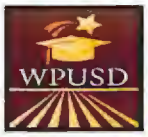
ROLL CALL REQUIRED:
Yes

BACKGROUND:

The 2021-2022 District calendar was approved at a previous Board meeting. Due to the District's ability to receive a waiver for a public safety event, the public safety or "PSPS" orange days were removed from the 2021-2022 calendar and now become non student attendance days. The 2021-2022 and 2022-2023 calendars were reviewed and approved by the District Calendar Committee.

RECOMMENDATION:

Administration recommends the Board of Trustees approves the revised District calendar for 2021-2022 and the District calendar for 2022-2023.



WESTERN PLACER UNIFIED SCHOOL DISTRICT

2021-22 Student/Teacher Calendar

DATES TO REMEMBER:

First Day of School for Students	August 19th
Last Day of School for Students	June 10th
New Teacher Day	August 13th
Site/Teacher Day (1/2 Site 1/2 Teacher)	August 16th
Certificated PD/Collab. Day	August 17th
Teacher Day	August 18th
District Staff Dev. Day	November 1st

SCHOOL NOT IN SESSION:

Independence Day	July 4th
Labor Day	Sept. 6th
Non ADA Days	Aug. 16-18,Oct. 8, Nov. 1+12,Feb. 18, Mar. 18, April 8+18
Veterans Day	Nov. 11th
Thanksgiving Break	Nov. 22nd-26th
Winter Break	Dec. 20th - Dec. 31st
Martin Luther King, Jr. Day	Jan. 17th
President's Day	Feb. 21st
Spring Break	Apr. 11th-15th
Memorial Day	May 30th

PUPIL DAYS

August = 9	February = 18
September = 21	March = 22
October = 20	April = 14
November = 14	May = 21
December = 13	June = 8
January = 20	***TOTAL PUPIL DAYS = 180***

TOTAL TEACHER DAYS = 184

- First Quarter Ends (MS/HS) - October 15th
- First Trimester Ends (Elem) - November 5th
- First Semester Ends (MS/HS) - December 17th
- Second Trimester Ends (Elem) - February 25th
- Third Quarter Ends (MS/HS) - March 17th
- Second/Third Trimester Ends - June 10th

Early Release Days:

November 15-19, 2021 Early Release for K-8 ONLY
December 13-17, 2021 Early Release for 9-12
June 6-10, 2022 Early Release for K-12
(*Early release time—**see school schedules***)

Adopted: Pending Board Approval on 5/18/21

JULY 2021

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

AUGUST 2021

M	T	W	T	F
2	3	4	5	6
9	10	11	12	NT
ST	D	T	19	20
23	24	25	26	27
30	31			

SEPTEMBER 2021

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	

OCTOBER 2021

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

NOVEMBER 2021

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			

DECEMBER 2021

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

JANUARY 2022

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
31				

FEBRUARY 2022

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				

MARCH 2022

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	

APRIL 2022

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

MAY 2022

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			

JUNE 2022

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	

WESTERN PLACER UNIFIED SCHOOL DISTRICT

2022-23 Student/Teacher Calendar

JULY 2022

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

AUGUST 2022

M	T	W	T	F
1	2	3	4	5
8	9	10	11	NT
ST	PD	T	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER 2022

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

OCTOBER 2022

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
31				

NOVEMBER 2022

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		

DECEMBER 2022

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

DATES TO REMEMBER:

First Day of School for Students	August 18, 2022
Last Day of School for Students	June 9, 2023
New Teacher Day	August 12, 2022
Site/Teacher Day (1/2 Site 1/2 Teacher)	August 15, 2022
Certificated PD/Collab. Day	August 16, 2022
Teacher Day	August 17, 2022
District Staff Dev. Day	November 1, 2022

SCHOOL NOT IN SESSION:

Independence Day	July 4th
Labor Day	Sept. 5th
Non ADA Days	Aug. 15-17, Oct. 14+17, Feb. 17, March 31, April 10
Veterans Day	Nov. 11th
Thanksgiving Break	Nov. 21st-25th
Winter Break	Dec. 23-Jan. 6
Martin Luther King, Jr. Day	Jan. 16th
President's Day	Feb. 20th
Spring Break	Apr. 3rd-7th
Memorial Day	May 30th

PUPIL DAYS

August = 10	February = 18
September = 21	March = 22
October = 19	April = 14
November = 15	May = 22
December = 16	June = 7
January = 16	***TOTAL PUPIL DAYS = 180***

TOTAL TEACHER DAYS = 184

- First Quarter Ends (MS/HS) - October 13th
- First Trimester Ends (Elem) - November 4th
- First Semester Ends (MS/HS) - December 22nd
- Second Trimester Ends (Elem) - February 24th
- Third Quarter Ends (MS/HS) - March 17th
- Second Semester/Third Trimester Ends - June 9th

Early Release Days:

November 14-18, 2022 Early Release for K-8 ONLY
December 19-22, 2022 Early Release for K-12
June 5-9 2023 Early Release for K-12
(*Early release time—**see school schedules***)

Adopted: Pending Board Approval on 5/18/21

JANUARY 2023

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			

FEBRUARY 2023

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			

MARCH 2023

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

APRIL 2023

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

MAY 2023

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		

JUNE 2023

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

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:
Consider Approving Job Description for Coordinator: Special Projects and Revision to 2021/2022 Certificated Management Salary Schedule

AGENDA ITEM AREA:
Discussion/Action

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

ENCLOSURES:
Proposed Job Description for Coordinator: Special Projects, Revised Certificated Management Salary Schedule

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

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 certificated Coordinator: Special Projects in order to establish the job requirements. This job description will go into effect following Board approval. The corresponding revised Certificated Management salary schedule is also before the Board for approval.

RECOMMENDATION:

Approve the attached job description and revised Certificated Management salary schedule for Coordinator: Special Projects.

Western Placer Unified School District

POSITION DESCRIPTION

Position Title:	**COORDINATOR: SPECIAL PROJECTS**
Department:	Administrative Office
Reports to:	Superintendent and Assistant Superintendent of corresponding department

SUMMARY:
Under administrative direction, performs complex and sensitive administrative and management activities in support of the functions and priorities in the assigned department; serves as project manager for high priority projects; manages assigned division staff; and performs related duties as assigned

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Provides support to all District school sites when working on high priority projects
- Coordinates responses and communication with District and site administration
- Plans, organizes, manages, and/or implements assigned projects and programs
- Collaborates with all stakeholders when facilitating and implementing high priority projects
- Obtains and analyzes necessary data and information
- Coordinates site and District communications related to special project(s)
- Evaluates alternative courses of action and makes recommendations to the Superintendent and department supervisor
- Prepares reports and summaries related to special project(s)
- Maintains and verifies accuracy and completeness of records
- Makes appropriate recommendations to staff regarding project processes and procedures
- Makes verbal and written reports to District administration

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:
Administrative Credential, related project experience and/or training; or equivalent combination of education and experience or as determined by the Board of Trustees.

CERTIFICATES, LICENSES, REGISTRATIONS:
Administrative Credential, teaching credential and classroom experience.

LANGUAGE SKILLS:
Ability to read, analyze, and interprets professional journals, technical procedures, or governmental regulations. Ability to write reports, professional correspondence, and procedure manuals. Ability to effectively present information and respond to questions from employee groups, classifications, and the general public.

MATHEMATICAL SKILLS:
Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY:
Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS AND ABILITIES:
Ability to apply knowledge of current research and theory in specific field. Ability to establish and maintain effective working relationships with students, staff, and the school community. Ability to speak clearly and concisely both in oral and written communication. Ability to perform duties with awareness of all district requirements and Board of Trustees policies.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to sit, walk, stand and talk or hear. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus. Some driving is required. Frequent writing is required. Some extended hours and multiple demands from several people are frequently required of the employee.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Certificated Management
2021-2022 Salary Schedule

Position Classification	Duty Days	Car Allowance	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
District Psychologist	192	200	74,684	80,266	85,846	91,429	97,011	99,921	102,918	106,521
Mental Health Specialist	192	200	74,684	80,266	85,846	91,429	97,011	99,436	101,921	106,508
Library Media Specialist	195	N/A	62,676	64,556	66,493	68,488	70,545	72,661	74,478	76,340
Preschool Program Coordinator	195	75	89,414	92,098	94,860	97,708	100,639	103,155	105,733	108,377
Educational Technology Coordinator	204	200	90,817	93,542	96,349	99,238	102,217	105,283	107,916	110,613
Special Education Program Spec.	204	200	93,633	96,409	99,400	102,391	105,379	108,370	111,079	113,856
Elementary Asst. Principal	204	75	90,819	93,542	96,349	99,238	102,217	105,283	107,916	110,613
Middle School Asst. Principal	204	75	93,624	96,409	99,400	102,391	105,379	108,370	111,622	114,970
Coordinator: Special Projects - COVID-19 Preparedness and Response	205	200	101,861	104,874	108,116	111,360	114,609	117,857	121,393	125,034
**Program Support Specialist Interventions	210	125	80,506	82,920	85,408	87,972	90,608	93,323	95,655	98,047
Multi-Tiered System of Supports (MTSS) Coordinator	210	100	101,861	104,874	108,116	111,360	114,608	117,857	121,393	125,034
Elementary Principal, **Coordinator: Special Projects**	210	100	101,861	104,874	108,116	111,360	114,608	117,857	121,393	125,034
High School Asst. Principal	210	200	102,152	105,171	108,402	111,665	114,926	118,184	121,729	125,382
Middle School Principal	210	100	105,375	108,499	111,831	115,199	118,565	121,922	126,798	131,871
Continuation High School Principal	210	200	102,351	105,384	108,621	111,893	115,162	118,422	121,382	124,417
Director of Spec.Education	220	200	113,843	117,164	120,677	124,295	128,027	133,148	138,473	141,936
Director of Human Services	220	200	112,741	116,225	119,700	123,170	126,652	129,819	133,065	140,050
High School Principal	220	200	124,419	128,137	131,853	135,583	138,973	142,446	146,862	151,415
Director of Educational Services	220	200	108,421	111,584	114,929	118,379	121,931	128,028	134,429	141,151
Director of Supplemental Programs & Accountability	220	200	108,421	111,584	114,929	118,379	121,931	128,028	134,429	141,151

District paid life insurance ($8.33) - MA Stipend - $1,402 - District paid ACSA dues. Retiree benefits as stipulated at Board of Trustee's meeting, March 7, 2000 (after 10 yrs.of service w/WPUSD, entitled to $3,600 per year for 5 years) or Board of Trustee's meeting January 15, 2008 after 15 years (those offered in the agreement between the district and WPTA at Section XIV, E.2

Longevity - Based on administrative years of service in the WPUSD:

5 years in administration 2.5% added to base salary | 10 years in administration 3.0% added to base salary | 1/2% Every 5 years After
15 years in administration 3.5% added to base salary | 20 years in administration 4.0% added to base salary

Revised 6/19/01 - K-5 5%, 6-12 3%, Directors 3.87% added to 2000-01 schedule, effective 7/1/01
Revised 10/21/03 - .5% added to 2001-02 schedule, effective 7/1/02
Revised 10/21/03 - 2% added to 2002-03 schedule, effective 7/1/03
Revised 7/1/04 - Reclass Mid.Sch. Principal, Elem. Sch. Principal, H.S. Principal.1.5% added to 2003-04 schedule, effective 7/1/04 for remainder positions on salary schedule
Revised 6/20/06 - 9% added to 2004-05 schedule for all positions except Elementary Asst. Principal (6%) and Director of Special Ed. (Reclassified)
Revised 7/1/07 - 4% added to 2006/2007 schedule for all positions except H.S. Assist. Princ. (4.35%)
Revised 8/1/09 - 3% added to 2007/2008 schedule effective 7/1/09 for Sp. Ed. Program Spec.& Dir., H Serv.; 4.75% - Psychologist; 5.41% - Elem. Asst. Princ.& Elem. Princ.; 6% - Prog. Sup. Spec.;6.43% - Mid. Sch. Princ.;7.42% - H.S. Asst. Princ.; 8% - Dir. Sp.Ed., Mid. Sch. Princ., Cont. H.S. Princ. & H.S. Princ. Changed H.S. Principal days from 222 to 220
Revised 7/1/11 - Salary Schedule reflects 4 furlough days
Revised 7/1/12 - Salary Schedule reflects 8 furlough days
Revised 7/1/13 - Salary Schedule reflects 4 furlough days
Revised 7/1/14 - 5% added to 2014-2015 schedule for Director of Special Ed.
Revised 7/1/15 - Salary Schedule reflects 3.75% increase w/retro back to March 1, 2015. Revised Duty Days (Program Specialist, Special Ed) from 207 to 204, effective July 1, 2015
Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016. *2016-17 Off Salary Schedule Payment of 1.5% w/retro back to July 1, 2016
Revised 7/1/17 - Salary Schedule reflects 1.53% increase
Revised 4/1/18 - Special Education Program Specialist Salary Aligned to Middle School Assistant Principal Salary Schedule, Effective 7/1/18
Revised 6/19/18 - Educational Technology Coordinator added Effective 7/1/18
Revised 4/2/19 - Multi-Tiered System of Supports Coordinator added Effective 7/1/19
Revised 7/1/18 - Salary Schedule reflects .50% increase w/retro back to January 1, 2019
Revised 7/1/19 - Salary Schedule reflects 1.3% increase
Revised 11/3/20 - Coordinator of Special Projects-COVID-19 Preparedness and Response
Revised 11/16/20 - High School Principal salary realingement effective December 1, 2020.
Revised 3/16/21 - Salary Schedule reflects 3.00% increase Effective 7/1/20
Revised 3/16/21 - Salary Schedule reflects 1.06% increase Effective 7/1/21. Steps adjusted to reflect Placer County comparison

Pending Board Approval: 5/18/21

**Contingent Upon Continuing Grant Funding

***In addition to the above, the district pays $14,424 annually towards health benefits

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:
Contract Extension for
Director of Technology

AGENDA ITEM AREA:
Discussion/Action

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

ENCLOSURES:
N/A

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District's Director of Technology is Tsugufumi Furuyama. His current contract expires on June 30, 2022.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the contract extensions for the Director of Technology to June 30, 2023.

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 Guaranteed Maximum Price for Lease Leaseback Agreements with Roebbelen Contracting, Inc., for the Twelve Bridges Middle School Hydronic Piping Replacement Project

AGENDA ITEM AREA:
Action

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Fund 21

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
Yes

BACKGROUND:

On April 20, 2021, the Board approved the selection of Roebbelen Contracting, Inc., for Lease Leaseback services for the Twelve Bridges Middle School Hydronic Piping Replacement Project. HMC Architects is providing the architectural and engineering services for the project and the plans and specifications have been completed. In addition, Roebbelen Contracting has completed their preconstruction services for the project.

District staff and Roebbelen Contracting, Inc., have been in negotiations for the terms of the Guaranteed Maximum Price in order to execute the Site Lease Agreement, Sublease Agreement, and other necessary documents in order to complete the project including, but not limited to, the replacement of approximately 4,000 lineal feet of underground and above grade hydronic piping and associated saw cutting, trenching, backfilling, building exterior patching, and replacement of hardscape and landscape. Negotiations of the Guaranteed Maximum Price of **$1,422,429.00** for the project have been completed and associated lease leaseback agreements are in order for execution by the District.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the Guaranteed Maximum Price for Lease Leaseback Agreements with Roebbelen Contracting, Inc., for the Twelve Bridges Middle School Hydronic Piping Replacement Project.

2. Construction Cost Breakdown

Construction Costs	**$**	**1,152,553**
General Conditions	**$**	**51,300**
Bonds & Insurance	**$**	**30,626**
Project Contingency (Owner & Contractor)	**$**	**129,312**
Fee	**$**	**58,638**
Total GMP:	**$**	**1,422,429**

LEASE-LEASEBACK

SITE LEASE AGREEMENT

Dated as of May 19, 2021

Between

Western Placer Unified School District

and

Roebbelen Contracting, Inc.

The Twelve Bridges Middle School Hydronic Piping Replacement Project

at Twelve Bridges Middle School,

770 Westview Drive, Lincoln, CA

LEASE-LEASEBACK
SITE LEASE AGREEMENT
TWELVE BRIDGES MIDDLE SCHOOL HYDRONIC PIPING REPLACEMENT PROJECT

THIS LEASE-LEASEBACK SITE LEASE AGREEMENT ("Site Lease") is entered into as of May 19, 2021, between the Western Placer Unified School District, a California public school district (the "Owner"), as lessor, and Roebbelen Contracting, Inc., a California corporation and licensed contractor (the "Contractor"), as lessee. Owner and Contractor are each a "Party" and together are the "Parties" to this Site Lease.

The Owner desires to provide for the construction of certain public improvements (the "Project") more fully described in that certain Lease-Leaseback Agreement, dated April 21, 2021, between the Owner and Contractor and located at Twelve Bridges Middle School, 770 Westview Drive, Lincoln, California, (the "Site"); and

The Owner's governing body has determined that it is in the best interests of the Owner and for the common benefit of the residents it serves to construct and finance the Project by leasing the Site on which the Project is to be constructed to Contractor, and subleasing from Contractor the Site, including the Project, under that certain Sublease Agreement dated _____, 20__, between Owner and Contractor (the "Sublease"); and

The Owner is authorized under California Education Code section 17406 to lease the Site, and its governing body has authorized the execution and delivery of this Site Lease; and

The purpose of the Site Lease is for Contractor to have necessary access to and use of the Site for the purpose of financing and constructing the Project; and

Contractor is authorized to lease the Site as lessee and to finance and construct the Project on the Site, and has authorized the execution and delivery of this Site Lease.

The Parties therefore agree as follows:

1. Site Lease. The Owner leases to Contractor and Contractor leases from the Owner, on the terms and conditions of this Site Lease, the Site more specifically described or depicted in **Exhibit A** attached to this Site Lease, including any real property improvements now or later placed on the Site. References in this Site Lease to the term "Contractor" means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The Site is leased to Contractor on an "as is" basis. Owner shall not be required to make or construct any alterations including structural changes, additions or improvements to the Site. By entering and taking possession of the Site pursuant to this Site Lease, Contractor accepts the Site in "as is" condition. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Owner or Contractor, and Owner and Contractor expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Site Lease or the Contract Documents.

2. Term. The term of this Site Lease ("Term") shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination of the Contract, as set forth in the Lease-Leaseback

Agreement, the Parties' respective interests under this Site Lease will automatically end and be released, and title to the Site and Project will automatically and fully vest in the Owner. The Project is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in the Sublease.

3. Representations and Warranties of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;

(b) There are no liens on the Site other than permitted encumbrances;

(c) All taxes, assessments, or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

(d) The Site is properly zoned for the intended purpose and utilization of it or the Owner intends to render zoning inapplicable pursuant to Government Code section 53094;

(e) The Owner is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

(f) There is no litigation of any kind currently pending or threatened regarding the Site or the Owner's use of the Site for the purposes contemplated by this Site Lease, the Sublease, and the Lease-Leaseback Agreement;

(g) To the best of the Owner's knowledge, after actual inquiry: (i) other than those addressed in the Scope of Work, as set forth in the Lease-Leaseback Agreement, no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the Site; (v) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous

Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the Owner shall not abandon the Site for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Sublease.

(i) The term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery, and performance of this Site Lease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery, and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

5. Rental. Contractor shall pay to the Owner as and for advance rental hereunder $1.00 per year per Site, on or before the date of commencement of the term of this Site Lease.

6. Purpose. Contractor shall use the Site solely for the purpose of constructing the Project on the Site and for subleasing the Site to the Owner. Contractor warrants that it will not engage in any unlawful activities on the Site and that Contractor will not engage in activities on the Site not authorized by the Owner.

7. Termination. Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of beginning of the term of this Site Lease, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including but not limited to the Project, shall remain on the Site and title to all such improvements shall vest in the Owner. Notwithstanding the Owner's rights in the event of termination under this Section 7, Contractor shall retain the right to full compensation for all services rendered before the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

8. Quiet Enjoyment. The Owner covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and, that in the event the Owner's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the Owner will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

9. No Liens. The Owner shall not mortgage, sell, assign, transfer, or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the Owner from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended. Contractor warrants that at all times during this Site Lease, the Site and Project shall remain free and clear of all liens (including mechanic's liens), mortgages, deeds of trust, easements and all other encumbrances, other than liens existing at the time the Project starts, unless the Owner gives Contractor prior written permission to place, or allow to be placed, any liens, mortgages, deeds of trust, easements or other encumbrances on the Site.

10. Right of Entry. The Owner reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with Contractor's operations on the Project.

11. Assignment and Subleasing. Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

12. No Waste. Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer, or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

13. Eminent Domain. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due and the next succeeding Sublease Payment. The balance of the award, if any, shall be paid to the Owner.

14. Taxes. The Owner covenants and agrees that as between Owner and Contractor, Owner shall pay any and all assessments of any kind or character and also all taxes, including possessory interest - taxes, levied or assessed upon the Site or the improvements thereon.

15. Severability. If a court of competent jurisdiction shall hold any provision of this Site Lease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Site Lease, unless elimination of such provision materially alters the rights and obligations embodied in this Site Lease.

16. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Parties and their respective successors in interest and permitted assigns, if any.

17. Amendments and Modifications. This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of both Parties.

18. Execution in Counterparts. This Site Lease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

19. Applicable Law. This Site Lease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

20. Headings. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Site Lease.

21. Time. Time is of the essence in this Site Lease and all of its provisions.

22. Terms Not Defined. Capitalized terms used in this Site Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, and other Contract Documents.

* *

CONTRACTOR

Roebbelen Contracting, Inc.

By: _____
Title: President

By: _____
Title: Corporate Secretary

OWNER

Western Placer Unified School District

By: _____
Assistant Superintendent

EXHIBIT A
LEASE-LEASEBACK SITE LEASE

DESCRIPTION OR DEPICTION OF SITE

(See attached diagram depicting the Site)

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Michael Adell <madell@wpusd.org>

Twelve Bridges MS-GMP

Adam Villacara <AdamV@roebbelen.com> Mon, May 10, 2021 at 4:58 PM
To: Michael Adell <madell@wpusd.org>
Cc: "hritchie@wpusd.org" <hritchie@wpusd.org>, Raymond Kelley <RaymondK@roebbelen.com>, Steve Connor <SteveC@roebbelen.com>, Thomas Butcher <tbutcher@wpusd.org>

Hi Mike, 7 equal payments @ $203,204. We end construction 8/2021, last payment 12/2021. So 4 months after construction w/ a grace period allowed for the NoC.

Let me know if you have questions.

Western Placer USD, 12 Bridges MS Hydronic Piping **GMP: $ 1,422,429**
Lease Payment Schedule
Equal Monthly Payments w/ Post Constuction Tail

Period	Month	Lease Payment	Incremental Cash In Place	Incremental Cash Flow (+/-)	Cummulative Cash In Place	Cummulative Cash Flow (+/-)	Interest 5.25%	Comment
1	6/30/2021	$ 203,204	$ 284,486	$ (81,282)	$ 284,486	$ (81,282)	$ 362	Start construction 6/14/21
2	7/31/2021	$ 203,204	$ 853,457	$ (650,253)	$ 1,137,943	$ (731,535)	$ 3,262	
3	8/31/2021	$ 203,204	$ 284,486	$ (81,282)	$ 1,422,429	$ (812,817)	$ 3,507	End construction 8/13/21
4	9/30/2021	$ 203,204	$ -	$ 203,204	$ -	$ (609,612)	$ 2,718	NoC grace period (35 days). 9/17/21
5	10/31/2021	$ 203,204	$ -	$ 203,204	$ -	$ (406,408)	$ 1,754	Monthly tail 1 of 3
6	11/30/2021	$ 203,204	$ -	$ 203,204	$ -	$ (203,204)	$ 896	Monthly tail 2 of 3
7	12/31/2021	$ 203,204	$ -	$ 203,204	$ -	$ -	$ -	Monthly tail 3 of 3
		$ 1,422,429	$ 1,422,429				$ 12,500	

Adam Villacara Vice President, LEED AP®
O 916-939-8338 **M** 916-300-1386
Connect with us: www.roebbelen.com | Facebook | LinkedIn | Instagram

Roebbelen

Roebbelen Contracting, Inc. AZ#ROC323318 CA#734124 NV#0056512 OR#124156 WA#ROEBBCI967KQ
Roebbelen Construction Management Services, Inc. CA#808764
Disabled Veteran Business Enterprise #1012610

From: Michael Adell <madell@wpusd.org>
Sent: Monday, May 10, 2021 4:35 PM
To: Steve Connor <SteveC@roebbelen.com>; Thomas Butcher <tbutcher@wpusd.org>
Cc: hritchie@wpusd.org; Raymond Kelley <RaymondK@roebbelen.com>; Adam Villacara <AdamV@roebbelen.com>
Subject: Re: Twelve Bridges MS-GMP

[EXTERNAL EMAIL]

Ok, well this is a bit beyond my original budget, so we will need to be extra careful when digging, touching, moving, wishing, wanting, etc., so as to limit eating away the contingency and it will allow me to do my acceptance of the project by the Board with "Savings". Who is going to be the painter?

[Quoted text hidden]
[Quoted text hidden]

LEASE-LEASEBACK

SUBLEASE AGREEMENT

Dated as of May 19, 2021

Between

Western Placer Unified School District

and

Roebbelen Contracting, Inc.

Twelve Bridges Middle School Hydronic Piping Replacement Project

Twelve Bridges Middle School
770 Westview Drive
Lincoln, CA 95648

LEASE-LEASEBACK
SUBLEASE AGREEMENT
TWELVE BRIDGES MIDDLE SCHOOL HYDRONIC PIPING REPLACEMENT PROJECT

THIS LEASE-LEASEBACK SUBLEASE AGREEMENT ("Sublease") is entered into as of _____, 20__ between Roebbelen Contracting, Inc., a California Corporation and licensed contractor ("Contractor"), as lessor, and the Western Placer Unified School District, a California public school district (the "Owner"), as lessee. Owner and Contractor are each a "Party" and together are the "Parties" to this Sublease.

This Sublease is entered into by the Parties pursuant to California Education Code section 17406 ("Section 17406"), which permits the governing board of school district to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provides for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease.

The Owner deems it essential for its own governmental purpose to construct and install certain improvements (the "Project") described in Section 1 of that certain Lease-Leaseback Agreement entered into between the Owner and Contractor and dated April 21, 2021, and situated on the Site described or depicted in Exhibit A of that certain Site Lease dated _____, 2021, between the Owner and Contractor.

Pursuant to Section 17406, the Owner is leasing the Site to Contractor under the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the Owner under the terms of this Sublease.

Contractor will finance construction of the Project. As part of its Sublease Payments (as described in Section 6, below) to Contractor, District will compensate Contractor for the cost of financing construction of the Project.

The Owner and Contractor therefore agree as follows:

1. Sublease. Contractor subleases to the Owner, and the Owner subleases from Contractor, the Site, including any real property improvements now or later placed on the Site. Reference in this Sublease to the term "Contractor" means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The purpose of this Sublease is (1) for the Owner to have necessary access to and use of the Site at such times and in such a manner as will not impede the construction of the Project; (2) for the Owner to obtain financing for the Project from the Contractor; and (3) during the term of the Sublease, for the Owner to enjoy beneficial use and occupancy of the Site and the completed Project.

During the term of the Sublease, Owner and its agents, employees and invitees may enter into and upon the Site and the Project at all reasonable times necessary for the Owner to conduct its business. During construction of the Project, the Owner shall not unduly disturb, or unreasonably interfere with Contractor's work on the Project and related improvements to the Site. Following completion of the

Project, the Owner shall enjoy full and undisturbed use of the Site during the remainder of the Sublease Term.

2. Term. The term of this Sublease ("Term") shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination of the Contract, as set forth in the Lease-Leaseback Agreement, the Parties' respective interests under this Sublease will automatically end and be released, and title to the Site and Project will automatically and fully vest in the Owner. The Project is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in this Sublease.

3. Representations and Warranties of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into and perform all of its obligations under this Sublease.

(b) The Owner's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which the Owner is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Owner, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of the Owner to perform its obligations under this Sublease.

(e) The Project and the Site are essential to the Owner in the performance of its governmental functions and their estimated useful life to the Owner exceeds the term of this Sublease.

(f) The Owner shall take such action as may be necessary to include all Sublease payments in its annual budget and annually to appropriate an amount necessary to make such Sublease payments.

(g) The Owner shall not abandon the Site for the use for which it is currently required by the Owner and, to the extent permitted by law, the Owner shall not seek to substitute or acquire property to be used as a substitute for the use for which the Site is maintained under the Sublease.

(h) Except as may be permitted under federal or state laws, the Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

(d) There is no pending or, to the knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Sublease;

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Sublease payments, except as permitted under this Sublease.

5. Construction/Acquisition.

(a) The Owner has entered into the Contract with Contractor in order to acquire and construct the Project, while enjoying use of the Site. The cost of the acquisition, construction and installation of the tenant improvements defined as the Project and the Owner's use of the Site under this Sublease is determined by the Total Sublease Amount as set forth in the Lease-Leaseback Agreement and ***Exhibit A*** of this Sublease.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the Owner shall maintain on deposit in its general or other appropriate fund, and shall annually appropriate funds sufficient to make all Sublease payments which become due to Contractor under this Sublease.

6. Sublease Payments.

(a) Over the Term of this Sublease, the owner will pay to the Contractor the Total Sublease Amount in seven (7) monthly installments, (each such installment being a "Sublease Payment"), pursuant to a Schedule of Sublease Payments which shall be prepared and executed by the Parties following approval by Owner of the Total Sublease Amount pursuant to Education Code section 17406(a)(3). Upon execution by the Parties, the Schedule of Sublease Payments shall be attached hereto as ***Exhibit A*** and shall be deemed incorporated herein by this reference.

(b) The Owner may adjust the Total Sublease Amount to account for any changes in the scope of the Project or use of the Site during the term of the Sublease. As set forth in the General Conditions, any changes in the Total Sublease Amount shall result in a prorated increase, or decrease, in Sublease Payments made following the adjustment to the Total Sublease Amount.

(c) The obligation of the Owner to pay Sublease Payments shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Owner, nor shall anything contained in this Sublease constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

7. Extension of Sublease Term.

(a) *Excusable Delay.* If the Date for Completion is extended by change orders that grant time extensions for delay pursuant to the Contract, then the Sublease Term shall be extended by one month for each full month of total time extensions, and Owner shall increase the number, and lower the equal dollar amounts, of the remaining Sublease Payments based on the months added to the Sublease Term.

(b) *Inexcusable Delay.* If the Project will not be completed by the Date for Completion set forth in the Lease-Leaseback Agreement due to delay that is not excusable under the terms of the Contract, including Article 8 of the General Conditions, then the Sublease Term shall be extended by one month for each full month of such delay, and Owner shall either (i) elect not to make a Sublease Payment during construction for each month added to the Sublease Term, or (ii) increase the number, and lower the equal dollar amounts, of the remaining equal Sublease Payments based on the months added to the Sublease Term.

(c) If the total delay in completion is only partially entitled to time extensions for excusable delay under the terms of the Contract, then the Sublease Term shall be extended by one month for each full month of total delay. If the delays entitled to time extensions are less than half of the total delay in completion, then the Owner shall elect between the procedures in Section 7(b)(i) and (ii) above; and if such delays are equal to or more than half of the total delay in completion, the Owner shall proceed pursuant to Section 7(b)(ii) above.

8. Fair Rental Value. Sublease Payments shall be paid by the Owner in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during this Sublease. The Parties have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the Parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits from the Project and Site which will accrue to the Owner and the general public, the ability of the Owner to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Lease-Leaseback Agreement and which do not interfere with Contractor's work on the Project and Site.

9. Sublease Abatement. Sublease Payments due with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the Owner of the Project and the Site or any substantial portion the Site. For each potential incident of substantial interference, decisions to be made on: (i) whether or not abatement shall apply; (ii) the date upon which abatement shall commence; (iii) the applicable portion of Sublease Payments to be abated and; (iv) the concluding date of the particular abatement, shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to

dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

10. Use of Site and Project. During the Sublease Term, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns. The Owner will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Owner shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the Owner agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations at the Site by Contractor.

11. Contractor's Inspection/Access to the Site. The Owner agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project and to examine and inspect the Site and the Project. The Owner further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the Owner to perform its obligations under this Sublease.

12. Project Acceptance. The Owner shall perform a final inspection and acknowledge completion of the Work, as set forth in Article 9.7 of the General Conditions. The Owner's governing body shall accept the Work to the extent required by the Contract Documents, including Article 9.7 of the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

13. Alterations and Attachments. All permanent additions and improvements that are made to, and as part of, the Project shall belong to and become the property of Contractor until termination of the Contract, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner.

14. Physical Damage; Public Liability Insurance. The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement.

15. Taxes. The Owner shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or later be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

16. Non-Waiver. No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other Party. Forbearance or indulgence by the Owner or Contractor in any regards whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of a covenant or condition, the other Party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite that forbearance or indulgence.

17. Assignment. Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part of them, or any interest in them, or (b) sublet or lend the use of the Project or any part of it, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq*. Consent to any of the prohibited acts listed applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligations to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations under this Sublease; however, Contractor may assign its right, title and interest in the Sublease Payments and other amounts due under this Sublease and the Project in whole or in part to one or more assignees or subassignees at any time with the consent of the Owner which shall not be unreasonably withheld. No assignment shall be effective as against the Owner unless the Owner is so notified in writing. The Owner shall pay all Sublease Payments according to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. During the Sublease Term, the Owner shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the Parties.

18. Release of Liens.

(a) Upon termination of the Contract, Contractor or its assignee and the Owner shall release Contractor's leasehold interest in the Project.

(b) Contractor shall authorize, execute, and deliver to the Owner all documents reasonably requested by the Owner to evidence (i) the release of any and all liens created under this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

19. Severability. If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

20. Entire Agreement. This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the "Contract" constitute the entire agreement between the Parties with respect to the Project, and it shall not be amended, altered, or changed except by a written agreement signed by both Parties.

21. Headings. The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Sublease.

22. Time. Time is of the essence in this Sublease and all of its provisions.

23. Sublease Interpretation. This Sublease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

24. Execution in Counterparts. This Sublease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

25. Terms Not Defined. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, or other Contract Documents.

* *

CONTRACTOR:

Roebbelen Contracting, Inc.

BY: _____
TITLE: President

BY: _____
TITLE: Corporate Secretary

OWNER:

Western Placer Unified School District

BY: _____
Assistant Superintendent

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The Total Sublease Amount shall be $1,422,429.00.
The Schedule of Sublease Payments shall be as follows:

Payment No.	Date Payment Is Due	Amount of Payment
1	June 30, 2021	$ 203,204.00
2	July 31, 2021	$ 203,204.00
3	August 31, 2021	$ 203,204.00
4	September 30, 2021	$ 203,204.00
5	October 31, 2021	$ 203,204.00
6	November 30, 2021	$ 203,204.00
7	December 31, 2021	$ 203,204.00

CONTRACTOR:

Roebbelen Contracting, Inc.

BY: _____
TITLE: President

BY: _____
TITLE: Corporate Secretary

OWNER:

Western Placer Unified School District

BY: _____
Assistant Superintendent

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:
Expanded Learning Opportunities (ELO) Grant Plan

AGENDA ITEM AREA:
Action

REQUESTED BY:
Kerry Callahan
Deputy Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
ELO Grant Funds

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The California Legislature provided $4.6 billion in the Assembly Bill 86 COVID-19 relief package for Expanded Learning Opportunities (ELO) Grants.

Expanded Learning Opportunities (ELO) Grant Plans must be completed by school districts that receive ELO Grant funds under California *Education Code* (*EC*) Section 43521(b). The ELO Grant Plan must be adopted by the local governing board of the LEA at a public meeting on or before June 1, 2021, and it must be submitted to the county office of education within five days of adoption. The plan must be updated to include actual expenditures by December 1, 2022.

The Expanded Learning Opportunities (ELO) Grant requires school districts to utilize these funds to implement a learning recovery program. The learning recovery program must, at a minimum, provide supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to specified student groups, as defined in *Education Code* Section 43522, who have faced adverse learning and social-emotional circumstances.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

ELO Grant funds shall be expended only for any of the following purposes: extending instructional learning time, accelerating progress to close learning gaps, integrated pupil supports, community learning hubs, supports for credit deficient pupils, additional academic services, and training for school staff.

Enclosed is the ELO Grant Plan for Western Placer Unified School District, which was developed by educational services in collaboration with business services and District stakeholder groups.

RECOMMENDATION:

Administration recommends the Board approve WPUSD's Expended Learning Opportunities (ELO) Grant Plan.

Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Western Placer Unified School District	Kathleen Leehane Director, Supplemental Programs & Accountability	kleehane@wpusd.org 916-645-6350

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Due to the timing of the release of the Expanded Learning Opportunities Grant, WPUSD gathered stakeholder feedback in conjunction with our LCAP process. The development of the new 3-year LCAP has included detailed discussions about the impact of the COVID-19 pandemic on our most vulnerable students. Dialogue with various stakeholder groups has addressed expanding summer program options, increasing mental health supports for students, helping students with the transition to "normal" in the fall, and prioritizing interventions and supports for primary grade students. Our stakeholder groups have spent significant time developing a plan that braids our district's long-term goals with the heightened needs that have arisen due to the COVID-19 pandemic, as well as ways to bridge the widening achievement gap.

Our stakeholder groups are as follows:

Admin PLC - consists of school site administration & district administration (which includes Special Education administrators)
Meetings that addressed the Expended Learning Opportunities Grant - February 8, February 22, March 8, March 22. April 12, April 19, April 26

Educational Services Advisory Committee (ESAC) Committee - consists of members of certificated bargaining unit (WPTA) & district administration
Meetings that addressed the Expended Learning Opportunities Grant - February 9, March 16, April 13

LCAP Committee - consists of representatives from classified and certificated administration & classified and certificated bargaining units (CSEA/WPTA)
Meeting that addressed the Expended Learning Opportunities Grant - April 26

District Advisory Committee (DAC) - consists of English-speaking parents
Meeting that addressed the Expended Learning Opportunities Grant - March 15

District English Learner Advisory Committee (DELAC) - consists of Spanish-speaking parents, most of whom have students who are English Learners or reclassified students
Meeting that addressed the Expended Learning Opportunities Grant - March 22

Additionally, surveys were sent to classified staff, certificated staff, and parents of struggling students to gather feedback on how to best design a summer program that will begin mitigating learning loss. An additional survey was sent to certificated staff to identify professional development needs going forward. The Expanded Learning Opportunity Plan will be presented, in public session, to the school board on May 18th.

A description of how students will be identified and the needs of students will be assessed.

IDENTIFYING STUDENTS

Students will be identified for support based on one of three categories: engagement (attendance), social-emotional well-being (mental health), and/or academic progress (learning loss). The daily interactions teachers, counselors, and site administrators have with students will play a significant role in identifying students for support. Additionally, students will be recommended for support if their average daily attendance (ADA) falls below 80%. Academic measures, such as iReady diagnostic results, formative/summative assessment results, and grades, will also be used to help identify students in need of intervention. We utilize EduClimber, an interactive online program that combines assessment, social-emotional behavior (SEB), and attendance data into a single system, to streamline this work. Lastly, parents will have the opportunity to self-identify their children for additional support.

Highest priority will be given to students in grades K-2, as initial data indicates learning loss at the primary grades to be highest. Our second highest priority will be addressing credit deficiencies in grades 9-12.

ASSESSING STUDENTS

Presently, our district MTSS coordinator (a 40% position) is working with site administrators to identify students, based on available data, who will benefit from our expanded summer programs. The MTSS coordinator is also providing intensive support for distance learning students who are struggling with consistently engaging with their teachers.

Our teachers meet weekly, during designated PLC time, to discuss student progress and identify students for additional support. Teachers analyze informal and formal assessment data, including:

- student attendance/engagement

- iReady diagnostics (administered 2x/year in grades 3-5; administered 3x/year in grades K-2; administered 2x/year in grades 6-8 at GEMS only)
- unit assessments
- SBAC data (where available)
- benchmark assessments in high school (Math/English)
- student grades
- classroom observations

Going forward, our district MTSS coordinator (expanded to a full time position in 2021-2022) will work with site administrators to form site-based MTSS teams. Those MTSS teams will work directly with existing site PLCs to regularly monitor student progress and develop intervention plans to meet each student's needs. The school-based MTSS teams will also work with the Ed Services department to develop school-wide systems that make student interventions and supports more consistent and intentional. We will continue to utilize EduClimber to streamline this work.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

We are fortunate to have a full-time district communications coordinator; her role is to use a variety of avenues, from our district communication system (ParentSquare) to social media, to advertise and promote all of our district programs. This includes sharing timely and pertinent information about supplemental instruction and support. Secondly, we have three bilingual (Spanish) parent/school/community liaisons who serve as an additional resource for parents and who often provide follow-up support when general school communications are sent.

Priority for summer school programs will be given to students identified by school staff as needing additional support. Our district's MTSS coordinator is facilitating student recruitment for summer school. Our three summer school coordinators will lead the parent communication effort. Parents/guardians of eligible students will be contacted directly regarding their students' participation in summer school. Should additional space be available in summer school, general communications will be sent via our district communications coordinator to recruit more participants.

Supplemental instruction and support during the school year will be facilitated by site administration, the district's MTSS coordinator, and each site's MTSS team. Based on a variety of factors (i.e. - iReady scores, past attendance, identified skill gaps, teacher observations, and/or state testing results), students may qualify for targeted intervention and support. Once students are identified for services, school MTSS teams will contact parents/guardians to review the proposed services. This parent contact may be in-person (if county health guidelines allow), via email, via phone, or via ParentSquare/Schoology.

A description of the LEA's plan to provide supplemental instruction and support.

Everything we are doing to support students as we transition back to normalcy is an extension of our LCAP. We had a multitude of programs in place prior to the COVID-19 pandemic that were addressing the achievement gap; data showed these programs were starting to close the gap, and they continue to be in place. The COVID-19 pandemic highlighted and prioritized some additional areas of need: improved

technology access, more staff training in educational technology, enhanced mental health support for students and staff, increased intervention supports (particularly at the primary grades), more credit recovery options for high school students, and finding a way to re-engage students who disengaged during COVID. We plan to leverage these ELO grant funds to enhance our interventions and supports for the students and staff most impacted by the pandemic.

We plan to use ELO grant funds in the following ways:

EXTENDED LEARNING TIME – increase afterschool tutoring options, offer summer school programs for students identified as needing additional interventions and supports

ACCELERATING STUDENT PROGRESS – utilize assessment programs (i.e. – iReady, Illuminate) to target specific areas of growth and monitor student progress, implement supplemental instructional programs for struggling students (i.e. – Sonday), hire a full-time College/Career Coordinator, and hire two part-time College/Career technicians, fund two full-time middle school counselors

INTEGRATING STUDENT SUPPORTS TO ADDRESS OTHER BARRIERS IN LEARNING – increase Wellness Together contract, increase paraprofessional/ISP support (particularly in primary grades), increase parent/school/community liaison time, support implementation of MTSS teams at all school sites, make district MTSS coordinator a full-time position, hire three additional School Psychologists

COMMUNITY LEARNING HUBS – expand library hours, continue 1:1 device support, install technology infrastructure needed to meet increased demand, hire full-time Library Media Specialist

SUPPORTS FOR CREDIT DEFICIENT STUDENTS – increase staff at continuation high school to support an anticipated increase in enrollment, increase credit recovery sections offered at high school

ADDITIONAL ACADEMIC SERVICES – extend eligibility for transitional kindergarten, expand enrollment in our Independent Study program (ATLAS) to accommodate students who prefer to continue learning virtually

PROFESSIONAL DEVELOPMENT – develop training opportunities that support rebuilding/sustaining school culture, recovering from trauma, MTSS (including the development of common assessments and curriculum maps, to better identify students in need of support), UDL, Youth Development, and Educational Technology, fund full-time Ed Tech Coordinator

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	$390,415.00	
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	$618,912.00	
Integrated student supports to address other barriers to learning	$1,630,774.00	
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	$731,833.00	
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	$336,781.00	
Additional academic services for students	$408,628.00	
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	$346,362.00	
Total Funds to implement the Strategies	$4,463,705.00	

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

When developing our ELO Plan, we considered how to leverage all one-time funds received from federal Elementary and Secondary School Emergency Relief, as well as our general operating budget, to ensure that already existing and planned enhanced supports for students and staff could be maintained for as long as possible. All decisions regarding the coordination of funds were made in alignment with our LCAP.

We took funding timelines and allowable expenditures into account and are assigning resources to ensure staff and student safety, access to learning through enhanced technologies, alternative learning opportunities to address varied levels of COVID-related safety concerns of students/parents, accelerated learning supports (during and outside of the normal school day/year) to address student learning loss, mental health services for staff and students, and professional development and training for staff. Additionally, resources are being assigned and leveraged to allow the aforementioned supports and services to be maintained for as long as possible. Although these funds are one-time, with short timelines for use, we believe that the need to mitigate the impact of COVID-19 on students and staff goes beyond the life of these funds and therefore are planning strategically to ensure the supports well outlive the funds.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code* (*EC*) Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact ELOGrants@cde.ca.gov.mailto:lcff@cde.ca.gov

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- "Supplemental instruction" means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- "Support" means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students' needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
- "Students at risk of abuse, neglect, or exploitation" means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the

supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
    a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
    b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
    c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.

- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education
March 2021

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:
Placer County School Boards Association
Elections - Committee Elections

AGENDA ITEM AREA:
Action

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

Placer County School Boards Association (PCSBA) has three 2-year positions (term through 2023) and four 3-year positions (term through 2024) open on the Executive Committee due to the expired terms. The Board of Trustees will discuss submit election ballots for the previously nominated candidates. Ballots must be submitted by June 3, 2021.

Election results will be communicated by June 18th and terms will commence on July 1, 2021.

ADMINISTRATION RECOMMENDATION:

The administration recommends the Board of Trustees participate in the election process.

wp/rk/factform

PCOE
GOLD IN EDUCATION

Placer County Office of Education
360 Nevada Street, Auburn, CA 95603
(530) 889-8020 • Fax (866) 840-2941 • www.placercoe.org

Gayle Garbolino-Mojica, County Superintendent of Schools

Memorandum

DATE: May 3, 2021

To: School District Superintendents & Sierra College President

From: Gayle Garbolino-Mojica, County Superintendent

RE: Placer County School Boards Association Elections

The Placer County School Boards Association (PCSBA) had seven positions open on the Executive Committee due to expired terms, retirements and election results. School districts and the community college district were given the opportunity to submit nominations for the open positions.

Enclosed are the election ballots for your Board members. You may write-in a candidate if desired. All ballots must be returned to my office by June 3, 2021. If this deadline does not fit your Board meeting schedule, please contact Suzie Arcuri at (530) 889-5941.

Elections results will be communicated by June 18th. Terms will commence on July 1, 2021.

PLACER COUNTY SCHOOL BOARDS ASSOCIATION

MAY 2021

ELECTION BALLOT

2-YEAR POSITION	VOTE FOR THREE	3-YEAR POSITION	VOTE FOR FOUR
Nancy Palmer – Sierra College	[ ]	Mo Ward – PHUSD	[ ]
Jamie Ross Parrelli – AUSD	[ ]	Sarah Brichler – AUSD	[ ]
Kris Wyatt – WPUSD	[ ]	Kelli Gnile – PCOE	[ ]
Bill Schuetz – DCJESD	[ ]	Lynn Oliver – PCOE	[ ]
	[ ]		[ ]
	[ ]		[ ]
	[ ]		[ ]
	[ ]		[ ]
	[ ]		[ ]
	[ ]		[ ]
	[ ]		[ ]
	[ ]		[ ]

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:
Change in Attendance Boundaries for Independence Development

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 18, 2021

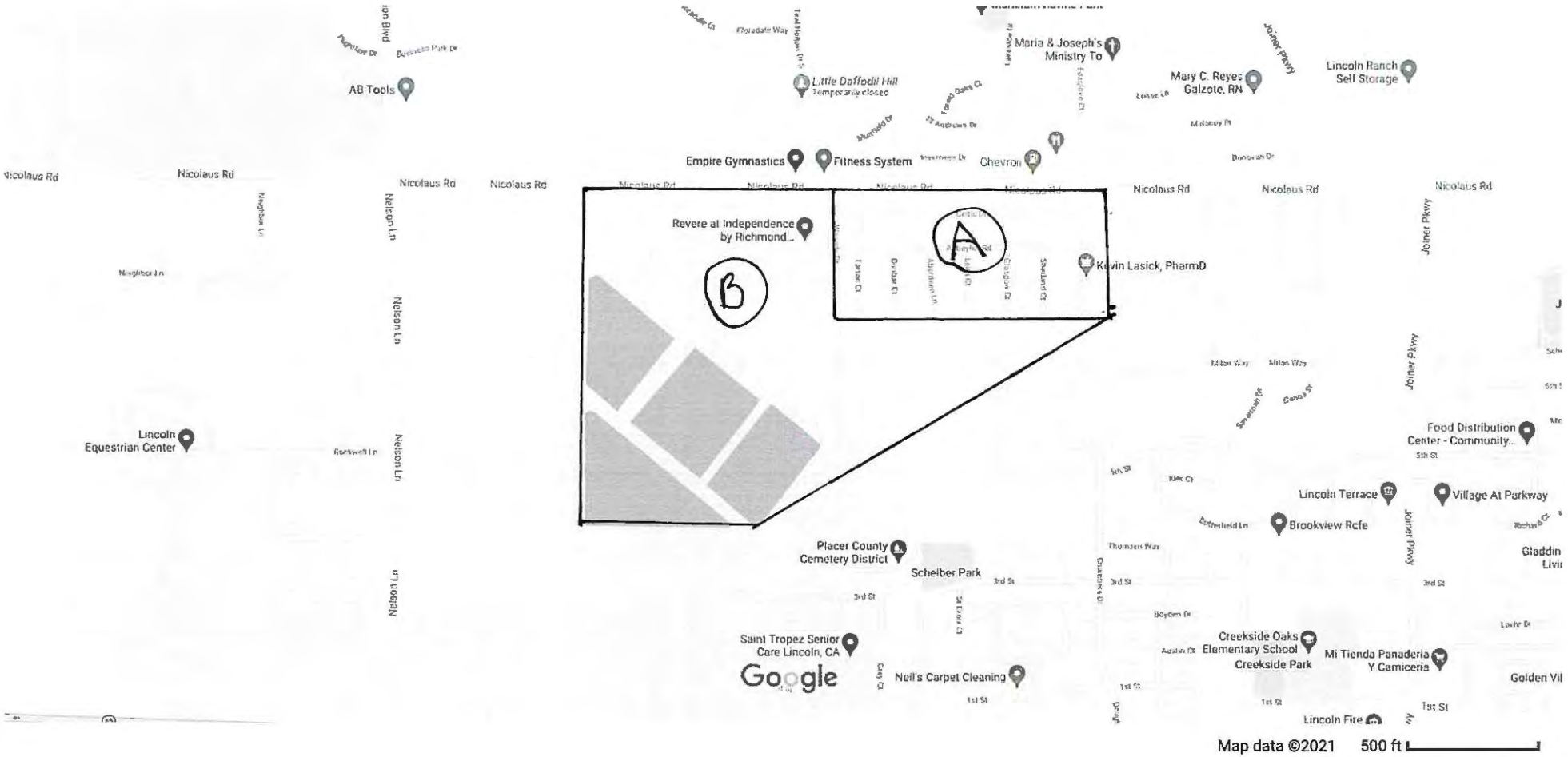
ROLL CALL REQUIRED:
No

BACKGROUND:

School attendance boundaries are established through Board action. In prior action, the Board established boundaries for Foskett Ranch and Creekside Oaks Elementary Schools. The students living in attendance area "A" on the attached sheet are assigned to Foskett Ranch, while the students in attendance area "B" are assigned to Creekside Oaks. Due to the pattern of development and access to Creekside Oaks, the administration is recommending students in area "B" attend Foskett Ranch. A new development in the area, commonly known as Independence, does not have direct access to Creekside Oaks. The District is also forecasting additional growth at Creekside Oaks due to the expansion of the Bilingual Immersion program. The middle and high school attendance areas would remain Glen Edwards Middle School and Lincoln High school.

RECOMMENDATION:
Administration recommends including students residing in area "B" on the attached sheet in the Foskett Ranch attendance area.

Google Maps


AB Tools
Nicolaus Rd
Nelson Ln
Lincoln Equestrian Center
Maria & Joseph's Ministry To
Little Daffodil Hill
Temporarily closed
Mary C. Reyes Galzote, RN
Lincoln Ranch Self Storage
Empire Gymnastics
Fitness System
Chevron
Revere at Independence by Richmond...
Kevin Lasick, PharmD
B
A
Joiner Pkwy
Food Distribution Center - Community...
Lincoln Terrace
Village At Parkway
Brookview Rcfe
Placer County Cemetery District
Schelber Park
Saint Tropez Senior Care Lincoln, CA
Neil's Carpet Cleaning
Creekside Oaks Elementary School
Creekside Park
Mi Tienda Panaderia Y Camiceria
Lincoln Fire
Google
Map data ©2021
500 ft

Google Maps



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 500 ft

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:
Assistant Superintendent of Educational Services Contract

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 18, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

After a multistep process including outside candidates for Assistant Superintendent of Educational Services, a contract for Scott Pickett is being forwarded to the Board for approval.

RECOMMENDATION:
Administration recommends approval of the contract.

EMPLOYMENT CONTRACT
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Assistant Superintendent of Educational Services)

This Employment Contract ("Contract" or "Agreement") is by and between the Governing Board ("Board") of the Western Placer Unified School District ("District") and Scott Pickett ("Assistant Superintendent of Educational Services"), collectively referred to as the "Parties".

NOW, THEREFORE, Board offers, and Assistant Superintendent of Educational Services accepts, employment as Assistant Superintendent of Educational Services.

I. TERM

A. Term.

District shall employ Assistant Superintendent of Educational Services for a period commencing July 1, 2021 and ending June 30, 2024.

B. Non-Renewal.

In the event the District determines Assistant Superintendent of Educational Services is not to be reemployed upon expiration of this Agreement, Assistant Superintendent of Educational Services shall be given written notice of this decision at least forty-five (45) calendar days in advance of the expiration of the term of this Agreement.

II. COMPENSATION

A. Assistant Superintendent of Educational Services' annual Base Salary shall be paid according to the Board adopted Assistant Superintendent Salary Schedule. Effective July 1, 2021 Assistant Superintendent of Educational Services shall be placed on Step 4 of the Assistant Superintendent Salary Schedule attached hereto as Exhibit A and incorporated herein by this reference. Each year thereafter, the Assistant Superintendent of Educational Services will progress one step on the Board adopted Assistant Superintendent Salary Schedule.

B. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate for services rendered during the previous month.

C. The Board will consider increases to the Assistant Superintendent Salary Schedule in an amount equal to such increases provided to other certificated employees. However, this does not limit salary increases established by the Board.

D. Assistant Superintendent of Educational Services shall receive the same longevity increases afforded certificated managers. Longevity shall be in addition to the Assistant Superintendent of Educational Services' annual salary.

E. Salary increases shall be effective on any date ordered by the Board in accordance with

EMPLOYMENT CONTRACT
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Assistant Superintendent of Educational Services)

This Employment Contract ("Contract" or "Agreement") is by and between the Governing Board ("Board") of the Western Placer Unified School District ("District") and Scott Pickett ("Assistant Superintendent of Educational Services"), collectively referred to as the "Parties".

NOW, THEREFORE, Board offers, and Assistant Superintendent of Educational Services accepts, employment as Assistant Superintendent of Educational Services.

I. TERM

A. Term.

District shall employ Assistant Superintendent of Educational Services for a period commencing July 1, 2021 and ending June 30, 2024.

B. Non-Renewal.

In the event the District determines Assistant Superintendent of Educational Services is not to be reemployed upon expiration of this Agreement, Assistant Superintendent of Educational Services shall be given written notice of this decision at least forty-five (45) calendar days in advance of the expiration of the term of this Agreement.

II. COMPENSATION

A. Assistant Superintendent of Educational Services' annual Base Salary shall be paid according to the Board adopted Assistant Superintendent Salary Schedule. Effective July 1, 2021 Assistant Superintendent of Educational Services shall be placed on Step 4 of the Assistant Superintendent Salary Schedule attached hereto as Exhibit A and incorporated herein by this reference. Each year thereafter, the Assistant Superintendent of Educational Services will progress one step on the Board adopted Assistant Superintendent Salary Schedule.

B. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate for services rendered during the previous month.

C. The Board will consider increases to the Assistant Superintendent Salary Schedule in an amount equal to such increases provided to other certificated employees. However, this does not limit salary increases established by the Board.

D. Assistant Superintendent of Educational Services shall receive the same longevity increases afforded certificated managers. Longevity shall be in addition to the Assistant Superintendent of Educational Services' annual salary.

E. Salary increases shall be effective on any date ordered by the Board in accordance with

Education Code section 35032.

III. DUTIES OF ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES

A. Duties of Assistant Superintendent of Educational Services shall be as set forth in the job description attached hereto as Exhibit B and incorporated herein by this reference. At a minimum, this shall include all duties set forth in the adopted job description, plus other duties as may be reasonably assigned by the Board or Superintendent, subject at all times to applicable state and federal laws and Board Policies.

B. In addition to oversight, Assistant Superintendent of Educational Services will provide technical assistance to District sponsored Charter Schools.

C. Assistant Superintendent of Educational Services' responsibilities shall also include the accomplishment of District goals, as set forth in the prevailing District plan(s) as determined by the Superintendent (e.g. Strategic Plan, LCAP).

IV. DUTY – NON DUTY DAYS AND LEAVE BENEFITS

A. Work Year.

The Assistant Superintendent of Educational Services shall serve as a full time employee of the District and his annual work year shall be two hundred twenty-seven (227) days per year, exclusive of eleven (11) holidays set forth in Education Code section 37220, and twenty-two (22) vacation days. The Superintendent and the Assistant Superintendent of Educational Services shall agree upon Assistant Superintendent of Educational Services' work schedule prior to the commencement of each school year. Assistant Superintendent of Educational Services duty days shall correspond to the days school is in session, except when pre-approved by the superintendent.

B. Vacation.

The Assistant Superintendent of Educational Services shall be entitled to twenty-two (22) working days annual vacation with pay. In the event of termination of this Agreement, Assistant Superintendent of Educational Services shall be entitled to full compensation for unused vacation at the highest daily rate (annual compensation/227) during his tenure in the District. In no case will more than thirty-five (35) days of unused vacation be paid at the expiration or termination of this Agreement.

C. Illness Leave.

The Assistant Superintendent of Educational Services shall accrue illness leave at the rate of one (1) day per month per Contract year. This leave may accumulate without limit. The Assistant Superintendent of Educational Services shall not be entitled to use sick leave in advance of accrual or in excess of the number of days actually earned. In no event shall the District make a cash payment to the Assistant Superintendent of Educational Services for

accumulated and unused sick leave. The Assistant Superintendent of Educational Services shall follow District procedures and use District forms for reporting sick leave use.

D. Other Leaves.

District shall provide Assistant Superintendent of Educational Services with such other leaves as are provide to other certificated management employees.

V. EVALUATION

A. The Superintendent shall evaluate, in writing, the performance of the Assistant Superintendent of Educational Services.

B. The evaluation shall be related to the duties and responsibilities of the Assistant Superintendent of Educational Services as set forth above in Article III, the goals and objectives as set forth above in Article V, and applicable law and Board Policy.

C. The final format, procedures and goals of the Assistant Superintendent of Educational Services evaluation shall be established by the Superintendent. The Superintendent may, in their discretion, revise the format and procedure of the evaluation, but such revision shall first be preceded by reasonable notice to Assistant Superintendent of Educational Services.

D. The evaluation shall provide a rating system to indicate whether the performance of Assistant Superintendent of Educational Services is:

- Outstanding;
- Skilled;
- Satisfactory, but could improve;
- Weak and should improve; or
- Ineffective.

E. The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format, and shall follow the following process:

1. The Superintendent shall evaluate the Assistant Superintendent of Educational Services in writing not later than the last day of the affected school year.

2. A meeting shall be scheduled between the Superintendent and the Assistant Superintendent of Educational Services to discuss Assistant Superintendent of Educational Services' evaluation on or before the last day of the school year of this Contract.

3. If the Superintendent determines that the Assistant Superintendent of Educational Services' performance is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail.

F. Failure to Evaluate Non-Limiting.

If the Superintendent fails to timely conduct the formal, written evaluation, this Agreement shall remain unchanged. Any failures on the part of the Superintendent to evaluate the Assistant Superintendent of Educational Services or any failure by the Superintendent or the Board to adhere to these timelines and evaluation procedures shall not release the Assistant Superintendent of Educational Services from fully, faithfully and competently performing the services required to be performed under this Agreement and shall not constitute a breach of this Agreement or a default by District of its obligations under this Agreement.

VI. EXPENSES AND OTHER BENEFITS

A. General Expenses.

Except as otherwise provided in this Agreement, the District shall reimburse Assistant Superintendent of Educational Services for all actual and necessary expenses, incurred within the scope of his employment. In accordance with prudent practices, payment shall require adequate records and other documentary evidence required by federal and state statutes and regulations issued by appropriate taxing authorities for the substantiation of each such expenditure. Such expenses, include, but are not limited to, the expenses incurred at the attendance of regional, state or national conferences, seminars, hearings, or meetings which are to the benefit and welfare of the District.

B. Transportation.

Assistant Superintendent of Educational Services shall receive three-hundred fifty dollars ($350.00) per month to compensate for the operation of his personal vehicle in furtherance of District related activities within the greater Placer County area. All travel beyond one hundred (100) miles will be reimbursed at the then IRS rate in accordance with District policy.

C. Professional Organizations.

The District shall pay Assistant Superintendent of Educational Services' annual membership charges to the Association of California School Administrators and other organizations approved by the superintendent in support his duties.

D. Life Insurance.

Assistant Superintendent of Educational Services' medical condition permitting, the District agrees to pay, on behalf of Assistant Superintendent of Educational Services, necessary premiums for term-life insurance with the carrier selected by the District, as provided to certificated management employees.

E. Health and Welfare Benefits.

1. District shall provide Assistant Superintendent of Educational Services with such other

health and welfare benefits (medical, dental and vision insurance) as are provided to other certificated management employees.

2. District shall provide a long-term disability income protection plan by a carrier selected by the District, as provided to certificated management employees.

F. Retirement Benefits.

Assistant Superintendent of Educational Services shall be entitled to retire from service with the District with the same retirement benefits as provided to certificated management employees.

VII. TERMINATION OF AGREEMENT

A. Mutual agreement of the Parties.

B. Retirement of the Assistant Superintendent of Educational Services.

C. Death of the Assistant Superintendent of Educational Services.

D. Termination for Cause.

1. The Board may terminate the Contract for cause, which shall be defined as conduct which is seriously prejudicial to the District. "Cause" shall include, by way of illustration and not limitation:

   i. Failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the District;

   ii. Failure by Assistant Superintendent of Educational Services to possess or maintain any credential required by the California Commission on Teacher Credentialing to legally perform his duties;

   iii. Unprofessional conduct;

   iv. Neglect of duty;

   v. Physical and/or mental inability to perform his duties;

   vi. Material breach of this Contract; and/or

   vii. Assistant Superintendent of Educational Services fails to notify the Board and Superintendent within three (3) days of a final interview for another position.

2. Determination as to whether cause exists shall be in the sole discretion of the Board and shall require majority vote.

3. Should the Board elect to terminate the Contract for Cause, the Board shall notify the Assistant Superintendent of Educational Services in writing, after which the following procedure shall apply:

   i. Within five (5) days of Assistant Superintendent of Educational Services' receipt of the Board's written notice of dismissal for Cause, Assistant Superintendent of Educational Services may request a Statement of Charges. If Assistant Superintendent of Educational Services does not timely request a Statement of Charges, the Board may terminate the Contract as noticed.

   ii. If timely requested, the Board shall issue a Statement of Charges within fifteen (15) days of the Assistant Superintendent of Educational Services' request. The Statement of Charges shall contain a reasonably detailed statement of the facts upon which the Board has determined cause exists. Assistant Superintendent of Educational Services may request a meeting with the Board to contest the Statement of Charges within five (5) days of receipt. If Assistant Superintendent of Educational Services does not request a meeting, the Board may terminate the Contract as noticed.

   iii. If timely requested, the meeting shall be held within fifteen (15) days of Assistant Superintendent of Educational Services' request for hearing. At the meeting Assistant Superintendent of Educational Services will be afforded the opportunity to present evidence on his behalf, call witnesses, and to be represented by counsel. If Assistant Superintendent of Educational Services chooses to be accompanied by counsel at such meeting, Assistant Superintendent of Educational Services shall bear the costs and/or fees. Such meeting shall be conducted in Closed Session. Within five (5) days of the meeting's conclusion, Assistant Superintendent of Educational Services shall be provided a written decision describing the results of the meeting.

   iv. The Board's decision, as set forth in its written decision, shall be final.

E. Governing Board Option.

1. Notwithstanding any other provision of this Contract, the Board shall have the sole right to terminate this Contract upon written notice to Assistant Superintendent of Educational Services. In such case, the Board shall pay to Assistant Superintendent of Educational Services an amount equal to his base monthly salary for the lesser of twelve (12) months, or for that number of months remaining on this Contract. Assistant Superintendent of Educational Services acknowledges and agrees that the District has made no representation to him regarding the tax consequences of such lump sum, and Assistant Superintendent of Educational Services agrees to pay all applicable federal and state taxes. This payment shall be reflected on a Form 1099, to be issued by the District. Such payments shall commence upon notice of the Contract's termination.

2. The compensation set forth in Article VIII.E.1 shall be the only compensation of any kind which shall be due to Assistant Superintendent of Educational Services if this Contract is

terminated by the Board pursuant to Article VIII.E.1.

3. ***Note: The following is set forth only because California Government Code Section 53260(a) requires its presence in certain employment contracts, but nonetheless due to the existence the preceding Article VIII.E.1 language, however, the following paragraph is of no force or effect:***

> *If this Agreement is terminated, the maximum cash settlement that Assistant Superintendent of Educational Services may receive shall be an amount equal to the monthly salary of Assistant Superintendent of Educational Services multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of Assistant Superintendent of Educational Services multiplied by eighteen (18). (California Government Code Section 53260(a)(1).)*

VIII. EXTENSION OF AGREEMENT

A. If Assistant Superintendent of Educational Services' evaluation in the school year immediately preceding the last school year of this Contract is deemed as "Satisfactory" or better in all areas by the Superintendent as set forth in Article VI, this Contract may be extended by the Board for whatever legal time is deemed appropriate by the Board.

B. If the Contract is extended, this extension shall be confirmed publicly by the Board at the next regular Board meeting subsequent to this extension.

C. If this Contract is extended by operation of this provision (Article IX.), this provision continues to apply to the Contract as extended.

IX. GENERAL PROVISIONS

A. This Contract is the full and complete agreement between the Parties. It can be changed or modified only in writing, which must be signed by the Parties.

B. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the Western Placer Unified School District. Said laws, rules, regulations, and policies, as modified herein, are hereby made a part of the terms and conditions of this Contract as though set forth fully herein.

C. Defense and Indemnification.

To the extent required by law, (currently Government Code sections 825 and 995) the District shall:

1. Defend Assistant Superintendent of Educational Services against any civil action or proceeding brought against him in his official or individual capacity, or both, on account of an act or omission occurring within the scope of his employment as an employee of the District.

2. Indemnify Assistant Superintendent of Educational Services against any and all claims or actions against him arising out of any act or omission occurring within the scope of his employment with the District. Such indemnification shall only be provided if:

   i. A request for defense is made not less than ten (10) days prior to the first day of trial; and

   ii. Assistant Superintendent of Educational Services reasonable cooperates in the defense of his claim.

3. Provide indemnification as described in Article X, after Assistant Superintendent of Educational Services retires, for any and all claims or action against him arising out of any act or omission occurring within the scope of his employment with the District.

D. AB 1344.

1. If this Agreement is terminated, any cash settlement related to the termination that Assistant Superintendent of Educational Services may receive from the District shall be fully reimbursed to the District if the Assistant Superintendent of Educational Services is convicted of a crime involving an abuse of his office or position.

2. If Assistant Superintendent of Educational Services is convicted of a crime involving abuse of his office, the following sums paid by the District on behalf of or to the Assistant Superintendent of Educational Services shall be fully reimbursed:

   i. Paid leave for the Assistant Superintendent of Educational Services pending an investigation (Section 53243);

   ii. Funds for the legal criminal defense of the Assistant Superintendent of Educational Services (Section 53243.1); or

   iii. Any cash settlement related to the Assistant Superintendent of Educational Services' termination (Section 53243.2).

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____ _____

Kris Wyatt DATE

President of the Governing Board

By: _____ _____
Brian Haley DATE
Clerk of the Governing Board

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Assistant Superintendent of Educational Services of the Western Placer Unified School District.

_____ 5/12/21
Scott Pickett DATE

EXHIBIT A
TO
AGREEMENT FOR SERVICES
(Assistant Superintendent of Educational Services)

Salary Scheduled Attached

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Full Time Assistant Superintendent Positions
2021-2022 Salary Schedule

Position Classification	Duty Days	Car Allowance	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	*STEP 8*
Assistant Superintendent of Business Services	260	350	149,750	153,210	156,758	160,396	164,127	167,551	171,050	175,358
Assistant Superintendent of Personnel Services	260	350	141,250	144,710	148,258	151,897	155,627	159,051	162,550	166,858
Assistant Superintendent of Educational Services	260	350	141,250	144,710	148,258	151,897	155,627	159,051	162,550	166,858

MA Stipend - $1402

Longevity - Based on administrative years of service in the WPUSD

5 years in administration	2.5% added to base salary
10 years in administration	3.0% added to base salary
15 years in administration	3.5% added to base salary
20 years in administration	4.0% added to base salary
1/2% Every 5 years After	

Notation: Salary advancement is with the recommendation of the Superintendent and with the approval of the Board of Trustees.

Revised 7/1/11 - Salary Schedule reflects 4 furlough days
Revised 7/1/12 - Salary Schedule reflects 8 furlough days
Revised 7/1/13 - Salary Schedule reflects 4 furlough days
Revised 7/1/15 - Salary Schedule reflects 3.75% increase w/retro back to March 1, 2015
Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016
*2016-17 Off Salary Schedule Payment of 1.5% w/retro back to July 1, 2016
Revised 7/1/17 - Salary Schedule reflects 1.53% increase
Revised 7/1/18 - Salary Schedule reflects 0.5% increase w/retro back to January 1, 2019
Revised 7/1/19 - Salary Schedule reflects 1.3% increase
Effective 7/1/19 - Charter Technical Assistance added as regular duties
Effective 7/1/19 - Master Stipend added
Revised 3/16/21 - Salary Schedule reflects 3.00% increase Effective 7/1/20
Revised 3/16/21 Effective 7/1/21 - Salary Schedule reflects 1.06% increase. Steps adjusted to reflect Placer County comparison

*****In addition to the above, the district pays $14,424 annually towards health benefits**

EXHIBIT B
TO
AGREEMENT FOR SERVICES
(Assistant Superintendent of Educational Services)

Job Description Attached

Western Placer Unified School District

POSITION DESCRIPTION

Position Title: **ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES**
Department: Administrative Office
Reports to: District Superintendent

SUMMARY:
Develop, oversees and manages day-to-day operations of educational programs and services for the District. Plans, develops and implements functions related to curriculum, instruction, staff development, textbook adoption, District's testing and assessment programs, Mentor Teacher Program, Special Education, High Achievers, Honors and GATE Programs, assists in non-English speaking student services, participates in negotiation process, provides leadership for school Site Based Management Teams, cooperates in the development of the annual consolidated application and Local Improvement Plan.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
* Provides leadership in planning and conducting curriculum studies including special programs for new courses, funding, staffing requirements and curriculum impact.
* Participates in the selection of textbooks and provides guidance concerning textbook and other instructional material usage.
* Oversees the development and implementation of instructional programs.
* Oversees professional development activities for the District. Ensures a staff development program that addresses curriculum needs.
* Manages instructional departments including Gifted and Talented, Bilingual, K-12 Music, and Art and Elementary Science programs
* Administers student teacher placement.
* Coordinates and monitors the district school improvement process.
* Develops central instructional budget.
* Applies for and writes grant applications, when appropriate.
* State and Federal Categorically Funded Programs
* State and Federal Drug, Alcohol and Tobacco Programs
* Preschool, Latch-Key and related programs
* Consolidated Application

SUPERVISORY RESPONSIBILITIES:
Is responsible for the overall direction, coordination, and evaluation of Bilingual Services, Special Education, Gifted and Talented, Music, Art, and Science.

Carries out supervisory responsibilities in accordance with the District's policies and all applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. **In addition to oversight, provides technical assistance to District sponsored charter schools.**

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:
Administrative credentials, plus five years classroom experience, and previous administrative experience, knowledge of K-12 curriculum, possesses strong skills in working with groups, curriculum and staff development experience.

CERTIFICATES, LICENSES, REGISTRATIONS:
Administrative Certification and a valid teaching certificate.

LANGUAGE SKILLS:
Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from the public, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to administrators, public groups/community, and Board of Trustees.

MATHEMATICAL SKILLS:
Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY:
Ability to define problems, collects data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS and ABILITIES:
Ability to apply knowledge of current research and theory in specific field. Ability to establish and maintain effective working relationships with students, staff and the school community. Ability to speak clearly and concisely both in oral and written communication. Ability to perform duties with awareness of all district requirements and Board of Trustee policies.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to sit, walk, stand and talk or hear. Specific vision abilities required by this job include close vision, distance vision. Frequently driving or the ability is performed while meeting the demands of this job. Occasionally, yet essential to this position, the individual must meet deadlines with severe time constraints, interacting with the public and other workers. Occasionally the position requires the employee to work irregular or extended hours, direct responsibility for the safety, well-being or work output of other people and meet multiple demands from several people.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually very quiet.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.