WESTERN PLACER
UNIFIED SCHOOL DISTRICT

WPUSD Board Meetings Held Via Go To Meeting 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, April 6, 2021 to submit a comment.
3. **Go To Meeting Participation** - Please join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/562783597

   You can also dial in using your phone.
   United States: +1 (646) 749-3122 **Access Code:** 562-783-597

   New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/562783597

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	2/1/2021	3/1/2021
Sheridan Elementary (K-5)	64	54	54
First Street Elementary (K-5)	447	421	420
Carlin C. Coppin Elementary (K-5)	441	414	412
Creekside Oaks Elementary (K-5)	609	462	465
Twelve Bridges Elementary (K-5)	652	599	601
Foskett Ranch Elementary (K-5)	412	378	374
Lincoln Crossing Elementary (K-5)	698	427	426
Scott Leaman Elementary (K-5)		484	484
Glen Edwards Middle School (6-8)	869	827	824
Twelve Bridges Middle School (6-8)	830	791	797
Lincoln High School (9-12)	2,071	2,102	2,073
Phoenix High School (10-12)	84	91	114
Atlas (K-12) (new 2019-2020)	40	28	28
SDC Program (18-22)	11	14	14
Non-Public Schools	31	29	29
TOTAL	**7259**	**7,121**	**7,115**

SDC Pre-School

Foskett Ranch	22
First Street/LIP	65
SLE	13

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

April 6, 2021

WPUSD District Office/City Hall Building–Go To Meeting

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 by 12:00 p.m. on Tuesday, April 6, 2021.

   Public comments regarding any item appearing on the agenda may be submitted by 12:00 p.m. on Tuesday, April 6, 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 Session
   Please join the meeting from your computer, tablet or smartphone.
   https://global.gotomeeting.com/join/562783597

   You can also dial in using your phone.
   United States: +1 (646) 749-3122 **Access Code: 562-783-597**

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5:00 P.M. START

3. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – Virtual-Go To Meeting

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.

5:05 P.M.

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

5.1 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

a. Student Discipline – Stipulated Expulsion Student #20-21-C
b. Student Discipline – Stipulated Expulsion Student #20-21-D
c. Student Discipline – Stipulated Expulsion Student #20-21-E

5.2 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

5.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

5.4 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

Open Session

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Regular Meeting of the Board of Trustees
April 6, 2021
Agenda

6:00 P.M.

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

6.1 ***Page 11*** **- STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
   a. Student Discipline – Stipulated Expulsion Student #20-21-C
   b. Student Discipline – Stipulated Expulsion Student #20-21-D
   c. Student Discipline – Stipulated Expulsion Student #20-21-E

6.2 ***Page 14-*** **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

6.3 ***Page 15*** **- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

6.4 ***Page 16*** **- PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release-

7. ***Page 18*** **- SPECIAL ORDER OF BUSINESS**
Horizon Charter Schools

8. ***Page 50-154*** **- 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.

8.1 Certificated Personnel Report
8.2 Classified Personnel Report
8.3 Approval of Minutes for: February 2 & 16, 2021
8.4 Approval of Warrants
8.5 Ratification of Agreement with Excel Photographers and Western Placer Unified School District – Twelve Bridges Elementary
8.6 Agreement for Linmoore Fencing and Iron Works Inc. and Western Placer Unified School District – Lincoln High School
8.7 Ratification of Contract with Linmoore Fencing and Western Placer Unified School District – Maintenance/Transportation Warehouse
8.8 Ratify Contract between Gray Step Software and WPUSD – July 1, 2021 through June 30, 2022

8.9 Ratification of Contract with Phantom Fireworks and Western Placer Unified School District- Lincoln High School
8.10 Ratification of Agreement with Celebrations and Lincoln High School
8.11 Ratification of Contract between ePlus and Western Placer Unified School District – Lincoln High School
8.12 Ratification of Contract with TNT Fireworks and Lincoln High School
8.13 Ratification of Delta Wireless, Inc. For Radio Programming Services
8.14 Approve Resolution #20/21.26 for Twelve Bridges High School ASB Account at Umpqua Bank
8.15 Approval of 2021/2022 Agreement with Learning for Living, Inc.
8.16 CARS/Consolidated Application (winter release)
7.17 Donation Approval for Technology – Chromebooks at Scott M. Leaman Elementary
7.18 Student Discipline – Stipulated Expulsion Student #20-21-C
7.19 Student Discipline – Stipulated Expulsion Student #20-21-D
7.20 Student Discipline – Stipulated Expulsion Student #20-21-E
Roll call vote:

9. 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.

10. REPORTS & COMMUNICATION

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

11. ♦ACTION ♦DISCUSSION ♦INFORMATION

Members of the public wishing to comment on any items should complete a REQUEST TO ADDRESS BOARD OF TRUSTEES form. Please contact the Superintendent's Administrative Assistant, Maria Gonzalez at mgonzalez@wpusd.org prior to the start of the meeting to request a form be submitted on your behalf.

11.1 Discussion/Action ***Page 156*– PLACER COUNTY SCHOOL BOARDS ASSOCIATION ELECTIONS – COMMITTEE NOMINATIONS– Leaman**
(20-21 G & O Component I, II, III, IV, V)

11.2 Action ***Page 159*** **– ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman** *(20-21 G & O Component I, II, III, IV, V)*

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

These new and/or revised exhibits/policies/regulations are now being presented for approval by the Board of Trustees. *(Italicized policies are part of the new GAMUT platform/updates. The GAMUT Work in Progress (WIP) – Reconciliation Checklist is attached).*

- *BP 1260 – Educational Foundation (Retitle)*
- *AR 3350.1 – Guidelines For Use of Bank Credit Cards (Delete/Retitled)*
- *BP 3314.3 – District Credit Cards (Retitled from AR 3350.1)*
- *AR 5111.11- Residency of Students with Caregiver (Delete)*
- *AR 5111.1- District Residency (incorporate language from AR 5111.11)*
- *BP 5122 – Academic Load/Choice of Studies (Delete)*
- *BP 6152 – Class Assignment (incorporate language from BP 5122)*
- BP 4113.5 4213.5 4313.5 – Working Remotely (New Policy)
- BP 6157 – Distance Learning (New Policy)
- AR 3231- Impact Aid (New Regulation)
- BP 3280- Sale, Lease, Rental of District – Owned Real Property
- BP/AR 3530 – Risk Management/Insurance
- AR 5113.11 – Attendance Supervision

12. BOARD OF TRUSTEES

12.1 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
- Create Policy to review salary comparisons for all groups

12.2 BOARD MEMBER REPORTS/COMMENTS

13. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**April 20, 2021** 6:00 P.M., Regular Meeting of the Board of Trustees – Go-To - Meeting

14. 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: 040121
h:\board\agenda\040621

DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **District Office/City Hall Bldg. – Go To Meeting**
Date: **Tuesday, April 6, 2021**
Time: **5:05 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:
Student Discipline
Stipulated Expulsion Student:
Student #20-21-C

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will discuss, and disclose any action under consent regarding the Stipulated Expulsion of Student #20-21-C.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken on the Stipulated Expulsion of Student #20-21-C.

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

SUBJECT:
Student Discipline
Stipulated Expulsion Student:
Student #20-21-D

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will discuss, and disclose any action under consent regarding the Stipulated Expulsion of Student #20-21-D.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken on the Stipulated Expulsion of Student #20-21-D.

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

SUBJECT:
Student Discipline
Stipulated Expulsion Student:
Student #20-21-E

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will discuss, and disclose any action under consent regarding the Stipulated Expulsion of Student #20-21-E.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken on the Stipulated Expulsion of Student #20-21-E.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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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:
April 6, 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
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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:
April 6, 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
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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:
April 6, 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

SPECIAL ORDER OF BUSINESS

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:
Horizon Charter Schools

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The District engaged in an investigation at Horizon Charter Schools (HCS) based on issues raised through actions of the Horizon Charter Schools Board and the receipt of a formal complaint last fall. The District hired an outside investigator and the results of the investigation was presented to the Western Placer Unified School District Board at its December 1, 2020 meeting. The Board accepted the investigation and tasked the WPUSD superintendent to contact HCS to respond to the matters listed on page 12 of Mr. Yea's investigation. The WPUSD Board will be discussing HCS's response tonight and determine if additional action, if any, is warranted. After HCS's presentation of the information, Mr. Yea will discuss the contents of their report.

Item process:

1. Mr. Leaman will provide background
2. HCS will present their response
3. Mr. Yea will provide analysis
4. Mr. Leaman will provide a summation of the information presented
5. The WPUSD Board will determine additional action required, if any

Included in this item are:

- The original Board item with Mr. Yea's investigation results (HCS was asked to respond to the items on page 12)
- Minutes from the December 1, 2020 WPUSD Board meeting
- HCS's response to the WPUSD Board's request

RECOMMENDATION:
Determine if additional action is required, if any

DECEMBER 1, 2020 BOARD ITEM WITH MR. YEA'S RECOMMENDATIONS AND ITEMS FOR RESPONSE ON PAGE 12

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:
Horizon Charter Schools

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
No

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 1, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The District engaged in an investigation at Horizon Charter Schools based on issues raised through actions of the Horizon Charter Schools Board and the receipt of a formal complaint. The District hired an outside investigator and the results of the investigation will be presented to the Western Placer Unified School District Board. Following the Board meeting, the results and recommendations will be sent to the Horizon Charter Schools Board for information, discussion, and action.

RECOMMENDATION:
Provide guidance and input on the investigation results.

Western Placer Unified School District

Investigation into Horizon Charter Schools Governance Issues

Western Placer Unified School District

Governing Board Meeting

December 1, 2020

Background

- Horizon Charter School has been a WPUSD-authorized charter school since 1993
- Catalysts for investigation:
  - HCS Board failure to appoint community representative to Board
  - April 23, 2020 Board meeting – displays of acrimony and failure to approve consent agenda
  - Receipt of written complaints about HCS CEO/Superintendent, Dr. Cynthia Wood

Background

- As authorizer, WPUSD has jurisdiction over ensuring that the Charter School:
  - Complies with applicable laws and the terms of its charter
  - Follows generally accepted accounting principles; avoid fiscal mismanagement
  - Pursues and meets pupil outcomes set forth in the charter

Parameters of Investigation

- Stages of Investigation
  - Stage 1: Investigation into functioning of HCS Board and relationship into CEO/Superintendent
  - Stage 2: Allegations and concerns into internal practices and work environment at HCS
- Stage 1 Investigation
  - Interview HCS Board members from 2019-2020 and CEO/Superintendent
  - Review agenda materials and audio recordings of selected HCS Board meetings
  - Receive and review correspondence from HCS employees and stakeholders regarding concerns about the Charter School

Parameters of Interviews

- Each interview was conducted by telephone (except 1 by e-mail)
- Each interviewee was told that:
  - No preordained "target" of investigation
  - The purpose of Phase 1 of the investigation was to identify needed changes in HCS governance practices and protocols
  - The District did not seek to obtain confidential information, such as closed session discussions or attorney-client communication
- All interviewees were candid and had the best interests of the school in mind.
- Some of the matters raised (status of CEO/Superintendent; employee morale issues) were the responsibility of the HCS Board as an autonomous agency
- The significant number of complaints and reports regarding HCS will have to be addressed in Phase 2 as recommended below

5)

Challenges Faced by HCS Board

- For 2019-2020, only 4 members (no means of breaking deadlock)
- For 2019-2020, no Board President elected; no Board President to oversee and manage agenda setting, conduct meetings, or monitor Board productivity or efficiency
- Because of turnover, 2019-2020 configuration of Board only collectively seated for less than 1 year
- Continuing acrimony and mistrust, divisiveness, and "factions"
- Combination of interpersonal dynamics and lack of common ground as to rules of engagement

Challenges Faced by HCS Board

- Lack of formal built-in internal process for addressing or resolving certain board disputes regarding procedures and processes
- Lack of common grounds on rules of engagement regarding communication, roles
  - Communication and requests for information from Superintendent
  - Status of single board member v. quorum v. board as whole
  - Pace and manner of doing business (*i.e.*, self-identified expectations regarding approval of agenda items, duration of discussion, content and tone of discussions)
- Many of these issues are a matter of Board governance norms, and are not necessarily written out in statutes, regulations, or policy.

Key Incidents

- Procedural disagreements led to non-approval of April 23, 2020 consent agenda
- Procedural disagreements led to not all Board agenda items being reached in 2019-2020
- Incidents of non-action due to 2-2 votes or lack of 3 affirmative votes
- Chromebooks: May 21, 2020 meeting
  - Board asked to approve purchase of charging carts
  - CEO/Superintendent had already purchased Chromebooks before Board action (per Charter, Board must approve purchase of over $25,000)
  - CEO did not disclose purchase to HCS Board during prior Board discussions
  - As a result, Board did not take action to approve purchase of charging carts

HCS Board-CEO/Superintendent Relationship

- Board is deeply divided with respect to its relationship with CEO/Superintendent Dr. Cynthia Wood
  - Public displays of divisiveness and acrimony
  - May 21, 2020 Chromebook purchase resulted in deepening the breach of trust among one faction of the Board
  - CEO/Superintendent acknowledged impact of her actions
- Investigator's conclusions:
  - Operational concerns of both sides have some merit; Both sides could also do more to bridge the divide
  - Criminal conduct not apparent in Chromebook incident.
  - (District Attorney's Office, not school district, would have jurisdiction over criminal matters.)

Recommended Measures

- HCS Board has already received Brown Act and Governance Trainings
  - HCS Board has successfully conducted business on non-contested items
- HCS Board needs a retreat or process to reach common grounds on the "unwritten" rules and expectations governing the following:
  - Requests for information from Board/Board members to CEO/Superintendent
  - Agenda setting/Management/Setting of Board/HCS Priorities
  - Conduct of Board meetings
  - Status and role of Individual board members v. quorum v. entire board
  - Board culture and communication
  - Setting Standards – clarifying what constitutes legal requirement v. best practice v. preferred practice
- HCS Board needs to utilize CEO/Superintendent contractual evaluation procedures to address issues – CEO/Superintendent's employment not in WPUSD jurisdiction

Recommended Measures

Status	Measure
✓	5th Board Member
✓	Elect Board President
Pending	Update Bylaws/Develop and implement written Board rules of engagement/communication
Ongoing	"Reset" on board interpersonal relationships (or come to grips with whether certain relationships are beyond repair, or move forward)

Retain a Neutral Ombudsperson/Arbiter
Set common understanding and expectations of standards of conduct (i.e., what constitutes criminal conduct, employee misconduct, failure to perform job duties, violation of charter/bylaws) and consequences
Neutral third party/disinterested sounding board to hear and advise on differing opinions between board members and CEO/Superintendent regarding expectations
Internal process for redressing employee concerns (i.e. Complaint Officer)
Internal process for addressing and resolving disagreements between Board members and Superintendent/CEO

Phase 2 Investigation

- Significant Internal Issues at HCS remain to be investigated:
  - Employee morale/Employee surveys (allegations of cronyism, favoritism, manipulation)
  - Practice for approving administrative stipends
  - Status of Particular items under the HCS charter:
    - Mobile Learning Unit
    - GATE program
    - Status of real estate matters
  - Issues raised in *Spears v. Horizon Charter Schools* matter (Placer County Superior Court Case No SCV0042813) – including tracking of Superintendent/CEO's absences
- These issues must be investigated and remediated by HCS itself as an autonomous agency
- Recommend that WPUSD Board direct written request to HCS Board to investigate above matters, and provide written response to WPUSD
  - WPUSD retains jurisdiction over any matters that constituted violation of law or charter, failure to follow generally accepted accounting principles, or fiscal misconduct

BOARD MINUTES FROM DECEMBER 1, 2020 CONCERNING THE INVESTIGATION

10. ♦ACTION ♦DISCUSSION ♦INFORMATION

10.1 Information/*Page 53* – HORIZON CHARTER SCHOOLS – Leaman
Discussion *(20-21 G & O Component I, II, III, IV, V)*

Scott Leaman stated that John Yea is with us tonight. The Board was in receipt of complaints regarding Horizon Charter Schools (HCS) that was of the nature that we decided to hire an outside investigator to look into some of the premises of the complaints. Mr. Leaman stated that John has a report for us and that he would be sharing a slide show presentation. Mr. Yea stated that he is an attorney hired by WPUSD to investigate the complaints/concerns regarding HCS. Mr. Yea gave some background information regarding the concerns and stated that there were some problems with the Board at Horizon. They were having a hard time trying to find a new Board Member, which led to the Board not being able to approve decisions due to a 2 to 2 votes. Western Placer Unified School District is the authorizer and has legal oversite for Horizon to ensure the charter is following the laws that have been set up for the charter regarding school program, fiscal management and meet pupil outcomes set forth in the Charter. There were two stages of the investigation. Stage one focused on the relationships of the Board and the CEO of HCS and stage two focused on the allegations and complaints regarding internal practices. Mr. Yea explained in detail his findings based on interviews of Board Members for 19/20 school year and interviews with Dr. Wood, CEO of HCS along with review of Board Meeting Agendas. He watched/listened to some of the past Board Meeting as well. He found that the relationship was very divisive. There seemed to be a lot of finger pointing and he wanted to identify changes that were needed. All interviews were candid and his focus was on function of the board. There was some mistrust that had developed and a lot of disputes came about due to lack of common ground. Challenges face by the HCS Board were only having a four member Board, a President had not been elected to oversee and manage agenda setting, conduct meetings or monitor Board productivity. Also, turnover of the Board configuration and the HCS Board and the Superintendent/CEO of HCS is deeply divided. Furthermore, there is a public display of divisiveness and acrimony, there was a purchase of Chromebooks that were purchased prior to Board approval, which led to deepening the breach of trust among one faction of the Board. Mr. Yea recommended measures, which included; the HCS Board receive Brown Act and Governance trainings (HCS Board has already received training). The HCS Board needs to set common understanding and expectations of standards of conduct, with the assistance of Western Placer Unified, the HCS Board has a fifth member of the Board, and they have elected a Board President. There were some outstanding issues that HCS needs to investigate. These issues must be investigated and remediated by HCS itself as an autonomous agency. It is recommend that WPUSD Board direct written request to HCS Board to investigate these matters and to provide a written response to WPUSD.

Mr. Leman thanked Mr. Yea for his report and stated that he and Mr. Yea would co-write a letter to HCS to ask them to investigate the issues that were found through Mr. Yea's investigations. When the WPUSD Board appointed Jim Trimble to the HCS Board, the board is working well and was able to vote in a Board President. They will request a reply/report regarding the investigation in two to three months. Mr. Leaman asked for direction from the Board.

Mr. Long asked who would HCS have investigate the items. Mr. Yea recommended that HCS retain an outside investigator to assist. Mr. Longs stated that all of these items could be addressed through policies and regulations. Mr. Leaman stated that since the board was struggling with a 2-2 vote the bylaws could not be amended.

Mr. Carras stated that he was not surprised by some of the findings and likes the reccomendations. Likes the fact that in two to three months they should be able to submit a report regarding all of the issues. They need to come up with a game plan of how they are going to rectify these issues.

Mr. Armitage stated that the steps that are recommended seem reasonable and agrees that HCS needs to takes the steps to continue on the right bath.

Mr. Haley stated that since they are doing things now and things are getting better, lets encourage them to get some leadership from the Board that can carry out their plan. They can come back and tell us about their progress.

Mrs. Wyatt stated that a report is good and will be very important because they are accountable. She asked if the timeline of two to three months to long or to short? Mr. Leaman asked Mr. Yea about the timeline and if it was reasonable. Mr. Yea stated three months is a general timeline so it does not go on the back burner and they are working on it. If needed, more time could be given with good faith progress.

Mr. Leaman stated that if the Board is not functioning, everyone in the organization is going to suffer. We need to do our due diligence and follow up on the issues in the findings. Based on the feedback, the Board is comfortable with this timeline and steps to be taken with HCS regarding the outcome of this investigation.

10.2 Action

Page 54 – **APPROVE RESOLUTION NO. 20/21.15, AUTHORIZING THE PURCHASE, INSTALL AND ASSEMBLY OF FURNITURE FOR THE TWELVE BRIDGES HIGH SCHOOL PROJECT UNDER A PIGGYBACK CONTRACT PURSUANT TO PUBLIC CONTRACTS CODE SECTION 20118– Adell** *(20-21 G & O Component I, II, III, IV, V)*

Mike Adell stated it is in the District's best interest to purchase the Twelve Bridges High School Project under a piggyback contract pursuant to Public Contracts Code Section 20118. The District has selected One

HORIZON CHARTER SCHOOLS RESPONSE

HORIZON
CHARTER SCHOOLS
Quality Education through Personalized Learning



March 8, 2021

Scott Leaman, District Superintendent
Western Placer Unified School District WPUSD
600 Sixth Street, Suite 400
Lincoln, California 95648

Dear Mr. Leaman:

Thank you for your continued support of HCS Horizon Charter Schools! During the last twenty-eight school years, Horizon has grown from an initial six-family inception to an over 2,500 student population for choice in non-classroom based education. Together, Western Placer Unified School District and Horizon Charter Schools have navigated the governance, finance, and educational challenges of California charters.

The five member HCS Governing Board; Joe Dutra - President and Education Representative, Jim Trimble – Western Placer USD Community Representative, Elaine Palmer – Parent Representative, Nina Schwarz – Parent Representative, Alexis Spiva – Parent Representative, and Superintendent/Chief Executive Officer – Cynthia Wood, EdD., have prepared a response to your communication regarding the follow-up information requested as a result of the recent third party investigation authorized by Western Placer Unified School District. Thank you for the notation of the improved governance practices and procedures, specific to the investigation, following your appointment of the WPUSD/HCS Community Representative.

As requested, please note responses to the following WPUSD inquiries:

- Employee morale (including allegations of cronyism, favoritism, manipulation by management) All administrators and management follow the HCS Board approved policies (GAMUT) and Human Resources' legal practices. For the 2020-2021 school year, the HCS Board established goals for enhanced communication and collaboration for and with the HCS Staff. Some of the continued/newly established HCS Staff collaborative opportunities are: HCS Governance Workshops: Brown Act, School Governance, Goals/Objectives Development, HCS Governance Handbook, Strategic Plan for the increase of Student Achievement, School Finance, and, Organizational Change. HCEA Horizon Certificated Employee Association negotiations and separate collaborative communication sessions, HCSCA Horizon Charter School Classified Association negotiations and separate collaborative communication sessions, HCS School Calendar Committee, HCS Budget Advisory Committee, HCS Insurance Committee, Diversity, Equity, and Inclusion Committee, Website Remodel, HUB Remodel, Professional Development all day workshop - All Staff - Supervising Teacher professional development All day workshops (3), Monthly and weekly staff meetings by department and region specific to the employee group. Additionally, HCS Staff will again be involved with the LCAP process and surveys. Eagle Outreach Superintendent Messages,

via School Messenger/Horizon Highlights Newsletter, Weekly Horizon Highlights Newsletter, HCS School Directory, Eagle Evenings With The Superintendent – Attended by Assistant Superintendent, Administrative Services, Coffee With Carin – Assistant Superintendent, Education Services, Teacher Leadership Team with all Cabinet members, Staff Recognition Program- Recognition at HCS Governing Board meetings, Parent Horizon Highlights Newsletter, Parent Eagle Outreach, Parent virtual meeting dates – Forming, Parent Education, Parent Liaison opportunity for connections, Parent Virtual Fieldtrips, Parent/Student. Family Study Trips during non-COVID times, Assessment Incentive Program, Federal/State mandate implementation, Interactive involvement with the HCS sponsoring school district – Western Placer USD, HCS Charter Renewal Process, WASC alignment to LCAP, goals and leadership, and charter petition renewal for 2023.

- Practice for approving stipends for administrators (including lack of Board Action) Administrators are paid according to the HCS Board approved salary schedules. Cabinet members are paid pursuant to their respective HCS Board approved contracts.

Delay in implementing certain programs under the HCS charter:

- GTHA Gifted, Talented, and High Achieving program – HCS will begin the third year of implementation for the 2021-2022 school year (Attachment).

Mobile Learning Lab – The Mobile Learning Lab was purchased, at the direction of the HCS Governing Board, and in cooperation with the HCS Charter. The initial preparations and use of the Mobile Learning Lab up to the 2021-2022 year, along with the plan for the 2021-2022 school year are addressed within the attachment. For the 2021-2022 school year, the use of the Mobile Learning Lab will be in keeping with the charter needs and public health guidelines.

- Status of real estate matters, including closing of resource centers – HCS will have no learning centers outside of the WPUSD attendance boundaries as of June 30, 2021. Over a three-year period, HCS closed four learning centers- Sacramento, Auburn, Placerville, and Elk Grove, along with the Partnerships For Student-Centered Learning Charter. The remaining two learning centers, located in Roseville, will close services on or before June 30, 2021. HCS is pursuing a leased location at 711 Sterling Parkway. Preparations have been made for a ground up facility build of a one-stop HCS facility. Yet, this real estate matter is not in progress for a build at this time.

- Issues raised in Spears v, Horizon Charter Schools matter (Placer County Superior Court Case No SCV0042813 – including Superintendent/CEO absences and tracking of

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leave time. The Spears/HCS matter was resolved with a final settlement agreement, which includes language mandating non-disclosures by the parties. Counsel for HCS has stated that there was no noted merit to the Plaintiff's accusations. Regarding leave practices for the HCS Superintendent/CEO, the same HCS leave practices are in place for all administrators, including the Superintendent/CEO. Leave forms are submitted and given written approval/verification.

While we have attempted to satisfy your request for a detailed response, please, give notification if you desire further information.

DocuSigned by:
Cynthia Wood
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3/18/2021

Dr. Cynthia D.V. Wood Ed.D
Superintendent/ Chief Executive Officer
Horizon Charter Schools
2800 Nicolaus Rd #100
Lincoln, CA 95648
916-408-5200 ext. 5204
Go Eagles!

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3/17/2021

Joe Dutra
Board President

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Elaine G. Palmer
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3/17/2021

Elaine Palmer
Parent Representative

Alexis Spiva
Parent Representative

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3/17/2021

Maria (Nina) Schwarz
Parent Represent

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Jim Trimble
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3/17/2021

Jim Trimble
Western Placer Unified School Dist.
Community Representative

LMCC GTHA Pilot Plan Logistics and Timeline

Phase 1

- Share initial plan with Terri McGill/Sara Smith-November 21, 2019
- Cabinet Approval – Tentative date: December 5, 2019
- Share pilot plan with Administrative Team: December 10, 2019, 10:45 AM
- Present to LMCC staff: January 6, 2020, 2:00 PM
    - Review Program Mission Statement and Program Goal
    - Overview of Gifted, Talented and High Achieving Student Characteristics and Challenges
    - Overview of Referral and Student Identification Process
- LMCC Parent Information Meeting: January 15, 2020, 5:00 PM

Phase 2

- Determine deadline for referrals—End of February 2020
- Completion of Referral Process

Phase 3 (Pilot with LMCC – 8 students)

- Planned:
    - Assessment
    - Results Reviewed
    - Determine Eligibility
    - Permission to Participate Letters distributed

- Actual:
  - March – May of 2020 Abbreviated Pilot with short projects—See Phase 5 below
  - Spring 2020 Projects
    - Become an Art Docent and Create an Art Gallery or Gallery Walk—6th Grade
    - Create a Non-Fiction Book for Students in second or third grade—5th Grade
    - Create a Planet Brochure and a 3-D Model or Poster—3rd Grade (2 students)
    - Create an Animal Brochure and a Poster –3rd Grade
    - Write a Biography for a famous Musician, Composer or Dancer—Second Grade
    - Design and Create an Irrigation System for a Family Garden-4th Grade
    - Design and construct a watering system for raised garden beds in our yard utilizing the existing water holding system-5th Grade

Phase 4

- Training LMCC staff on February 10, 2020, and March 2, 2020, on Differentiating and Instructional Strategies through
  - Acceleration
  - Compaction
  - Depth and Complexity
  - Novelty
  - Design Thinking
  - Project Based Learning
  - Passion Projects

- Developing Individual Instruction Plans (IIPs) based on student strengths, interests, passions, etc.

Phase 5

- Roll out Pilot Program for qualifying students
  - 8 students participated and each completed a project aligned with teacher requests and student interests
  - Students met weekly with GTHA Administrator
    - Students were interviewed to determine their passions and interests
    - Projects were developed by GTHA Administrator
      - Outline with expectations delineated
      - Resources provided with helpful websites and videos to support research and overall project success provided by the GTHA Administrator
    - Encouragement and suggestions given to students
  - GTHA Administrator was available via phone and email to answer questions
  - Students presented their projects through Power Point and Google Slide Presentations at the end of the semester
  - Students received a certificate of completion/accomplishment and a comment sheet summarizing their projects
  - August – December 2020 – 7 students participated—3 left the program--2 leaving Horizon 1 and parent determining that GTHA was not a good fit/ 2 new students joined
    - GTHA Administrator made a summary presentation to the Governing Board on November 19, 2020, and shared that the students would be presenting on January 21, 2021

Due to Covid and Change in Instructional model:

- On-going referral/identification process continued with LMCC Staff and GTHA Administrator
- On-going communication with staff whose students are in program and Director, Sara Smith

- Fall 2020 Projects:
  - Research and Create a Transportation Picture Book—First Grade
  - Creating and Researching Dolls Through the Ages—3rd Grade
  - Exploring Art Mediums and Descriptive Writing—4th Grade
  - Design and Build Eco Friendly Treehouse Model—5th Grade
  - Acrylic Paintings Meet Creative and Descriptive Writing—5th Grade
  - Studying Plants Like a Botanist—6th Grade
  - Test Recipes Like a Chef, Design and Create an Online Cookbook—7th Grade
- Students presented their projects through Power Point and Google Slide Presentations at the end of the semester during Zoom meetings with the GTHA Administrator
- Students received a certificate of completion/accomplishment and a comment sheet summarizing their projects
  - Postponed until after first semester of 2020 - 2021
  - Presentation on January 21, 2021
- Continued with LMCC pilot for spring semester
  - GTHA Administrator Students/Parents interviewed to determine best fit for projects
  - One new student joined the program

- GTHA Administrator developed the following projects for 8 students with resources as described above
  - Think and Work like a Scientist and Engineer by completing STEM projects and activities and completing modified Scientific Method – First Grade
  - Creating Hand Puppets and Writing Puppet Show Scripts—Third Grade
  - Think like a Scientist by Exploring Career Options in Studying Volcanoes, Understanding Volcanoes within California and Beyond, Creating a 3-D Cross Section model of a Volcano—Fourth Grade
  - Exploring Slime through Experimentation—Fifth Grade
  - Design, Build, Plant and Maintain a Greenhouse—Fifth Grade
  - Explore Art Mediums, Composing Songs, and Descriptive Writing Styles—Sixth Grade
  - Test Recipes, Design and Create a Mexican Heritage Cookbook—Six Grade
  - Realistic Drawing Meets Descriptive Writing—Seventh Grade
- Students are meeting weekly with the GTHA Administrator to make sure the students are on track for completion
- Recommendation:
  - In March or April 2021:
    - LMCC Teachers and Volunteer 3-5 Cohort Teachers would attend at least one of the Zoom Meetings for the students with GTHA Administrator to better understand the process

- GTHA have a zoom meeting to explain the program with LMCC and Volunteer ST from 3-5 Cohort

- **Phase 6**
  - At the end of the 2020 – 2021 School Year, the GTHA Administrator will be retiring and passing on the program to the Director and staff at the LMCC and also volunteer STs in the 3-5 Cohort.
    - Projects and resources will be developed by June 30, 2021, for the identified participants for the Fall of 2021 by the GTHA Administrator
      - Projects will be shared with Sara Smith, Director of LMCC, and the assigned teachers at the LMCC and Volunteer STs in the 3-5 Cohort
      - Bank of projects and resources developed thus far will also be made available to the LMCC staff and ST Volunteers from the 3-5 Cohort
    - If students are back with on-site instruction; teachers would oversee the program for their respective students
      - Recommendation:
        - Up to one hour per day to work on the project—adjust other assignments so that the GTHA projects are not added work, but "instead" of work
        - Students present to teacher/classmates/Director at end of semester—Slide Show/Share artifacts created for project
    - If Distance Learning is continued for the 2021 – 2022 school year

- Recommendation:
    - Weekly Zoom Meetings (15 – 45) minutes with teacher to check in on projects, make suggestions, give encouragement answer questions and keep the student on track for completion
    - Students prepared for Power Point or Google Slide presentation at end of semester and a possible Governing Board Presentation

- **Phase 7** (will run concurrently with Phase 6) Fall of 2021
    - In addition to 2-8 grade participants from the LMCC, recommendation to add volunteer ST participants to roll out the program to potential students in grades 3-5.
        - Using the following to determine eligibility:
            - CAASPP scores for 2019 Grades 6-8
            - CAASPP scores for 2021 Grades 4-5 (When available)
                - Exceeds Standards for ELA and/or Math
            - Teacher/Parent Referrals
            - Grades 3-5 the Teacher/Parent/Student GTHA Characteristic Check-off sheets
            - Grades 4-5 Renzulli Inventory Sheets
            - NNAT3 Test Results if administered (In-Person)
            - Student Portfolio if available
    - Once eligibility is determined, students would begin their respective projects and follow as outlined in Phases 5 and 6 above.

Mobile Learning Lab 2018/2019 School Year

- HCS Governing Board direction for the purchase
- Establish driver, marketing use, and student support

Mobile Learning Lab – 2019/2020 School Year

- Student/Family School Events, Marketing, and Guidance/Testing

Mobile Learning Lab – 2020/2021 School Year

- COVID Schedule – No face to face activities

Mobile Learning Lab – 2021/2022 School Year
COVID/public health compliance standing

- Outdoor learning venue to enhance study trips
  - Hands-on experiences
  - Guided practice learning/ extensions from study trip activities depending on the venue
- Academic activities at various sites throughout the 6 counties—i.e., parks
- Host Professional Learning experiences for teachers/students grade level or subject specific—aligned with the new cohorts
- Testing for remote areas
  - CAASPP
  - GTHA – NNAT3
- Tutoring
  - Math
  - Writing
  - Science
- College and Career
  - Help with college applications and essays
  - Help with job applications
  - Workforce development skills
- Rural Areas
  - Technical computer skills
  - Coding

leave time. The Spears/HCS matter was resolved with a final settlement agreement, which includes language mandating non-disclosures by the parties. Counsel for HCS has stated that there was no noted merit to the Plaintiff's accusations. Regarding leave practices for the HCS Superintendent/CEO, the same HCS leave practices are in place for all administrators, including the Superintendent/CEO. Leave forms are submitted and given written approval/verification.

While we have attempted to satisfy your request for a detailed response, please, give notification if you desire further information.

Dr. Cynthia D.V. Wood Ed.D
Superintendent/ Chief Executive Officer
Horizon Charter Schools
2800 Nicolaus Rd #100
Lincoln, CA 95648
916-408-5200 ext. 5204
Go Eagles!

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:
April 6, 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

April 6, 2021

CERTIFICATED/MANAGEMENT

NEW HIRES: None

REQUEST FOR LEAVE OF ABSENCE:

1. Name: Irina Pchelnikova
   Position: High School Chemistry Teacher
   FTE: 1.0 FTE
   Effective: April 6, 2021
   School Site: Lincoln High School
2. Name: Lori Wilder
   Position: Speech and Language Pathologist
   FTE: 1.0 FTE
   Effective: June 27, 2021
   School Site: ECAT

REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS): None

RESIGNATIONS:

1. Name: Andre Berg
   Position: High School RSP Teacher
   FTE: 1.0 FTE
   Effective: June 11, 2021
   School Site: Lincoln High School

RETIREMENTS:

1. Name: Cindy Cygan
   Position: Middle School History Teacher
   FTE: 1.0 FTE
   Effective: June 11, 2021
   School Site: Twelve Bridges Middle School

TRANSFERS/PROMOTIONS: None

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabriel Simon GS
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
April 06, 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

April 06, 2021

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Tatyana Yakuta
   Position: Bus Driver
   FTE: 5.30 hours
   Days: 10 Months
   Effective: March 18, 2021
   Site: Transportation

2. Name: Rafaela Diaz
   Position: Campus/Cafeteria Supervisor
   FTE: 1.75 hours
   Days: 10 Months
   Effective: March 22, 2021
   Site: Scott M. Leaman Elementary

3. Name: Marisa Utterback
   Position: Campus/Cafeteria Supervisor
   FTE: 2.0 hours
   Days: 10 Months
   Effective: March 22, 2021
   Site: Twelve Bridges Middle School

4. Name: Kristine O'Toole
   Position: Alternative Education Secretary
   FTE: 8.0 hours
   Days: 11 Months
   Effective: April 06, 2021
   Site: Phoenix High School

5. Name: Jessica Minton
   Position: Paraprofessional
   FTE: 4.0 hours
   Days: 10 Months
   Effective: April 06, 2021
   Site: Twelve Bridges Elementary

REHIRE: None

TRANSFER/PROMOTIONS:

1. Name: Mario Rodriguez Ayala
   Position: Paraprofessional
   FTE: 6.0 hours
   Days: 10 Months
   Effective: April 06, 2021
   Site: Lincoln High School

ADDITIONAL POSITION:

1. Name: Michelle Renee Garcia
   Position: Campus/Cafeteria Supervisor
   FTE: .50 hours
   Days: 10 Months
   Effective: March 17, 2021
   Site: Creekside Oaks Elementary School

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave): None

REQUEST FOR LEAVE OF ABSENCE: None

RESIGNATIONS: None

REQUEST FOR UNPAID LEAVE OF ABSENCE: None

RETIREMENTS:

1. Name: Diana Melendrez
   Position: School Clerk II
   Effective: June 30, 2021
   Site: Lincoln High School

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Approval of Minutes:
- March 2 & 16, 2021 Regular Board of Trustee Meeting

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- March 2 & 16, 2021 Regular Board of Trustee Meeting

RECOMMENDATION:

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

wp/rk/factform

Western Placer Unified School District

Regular Meeting of the Board of Trustees

March 2, 2021

WPUSD District Office/City Hall Building–Go To Meeting

600 Sixth Street, Lincoln, CA 95648

MINUTES

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.

Board Members Present via Teleconference:

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

Others Present via Teleconference:

Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Chuck Whitecotton, Principal
Maria Gonzalez, Administrative Assistant to the Superintendent
Mattie Ridgeway, Student Advisory
Matthew Nobert, Lincoln News Messenger

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.

5:00 P.M. START

3. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – Go To Meeting

4. **COMMUNICATION FROM THE PUBLIC**
   There was no communication from the public

5:05 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-
a. Resolution No. 20/21.22 Authorizing the Non Re-Election of Certificated Probationary Employees
b. Resolution No. 20/21.23 Authorizing the Release of Certificated Staff
c. Resolution No. 20/21.24 Authorizing the Release of Temporary Certificated Employees

5.4 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
Student Discipline – Stipulated Expulsion Student #20-21-B

6:00 P.M.

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

Mr. Leaman explained the process of the meeting. The President will introduce the items that are being presented. We will have the person presenting the item speak on the item, and then Mrs. Wyatt will ask if there are any questions. We will take comments during the comments portion. We will then close down the time for discussion. When board is discussing item please do not interrupt the Board discussing the item.

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

No action taken

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

No action taken

6.3 ***Page 13*** **- PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release-

a. Resolution No. 20/21.22 Authorizing the Non Re-Election of Certificated Probationary Employees
b. Resolution No. 20/21.23 Authorizing the release of Certificated Staff
c. Resolution No. 20/21.24 Authorizing the Release of Temporary Certificated Employees

Mr. Haley stated that in closed session the Board unanimously approved Closed Session Resolution 20/21.22 Authorizing the release of two (2) probationary certificated employees #CE 20/21.6, #CE 20/21.7 at the end of the 2020-21 school year. Employees # CE 20/21.8, 20/21.9, and 20/21.10 have been pulled from the resolution and are not included in this action. The Board authorizes the District Administration to serve required notices pursuant to Education Code 44929.21

Mr. Haley stated that in closed session the Board unanimously approved closed session Resolution 20/21.23 Authorizing the Release and Reassignment of Certificated Staff at the end of the 20/2021 school year and authorizing the District Administration to serve required notices pursuant to Education Code 44951

Mr. Haley stated that in closed session the Board unanimously approved closed session Resolution 20/21.24 Authorizing the Release of Temporary Certificated Employees at the end of the 20-21 school year and authorizing the District Administration to serve required notices pursuant to Education Code 44954

6.4 ***Page 16*** **- STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**

Student Discipline – Stipulated Expulsion Student #20-21-B

No action taken

7. ***Page 18-70*** **- CONSENT AGENDA**

7.1 Certificated Personnel Report
7.2 Classified Personnel Report
7.3 Approval of Minutes for: February 2 & 16, 2021
7.4 Approval of Warrants
7.5 Ratification of Contract with BSN Sports "Rewards Program" and Western Placer Unified School District – Twelve Bridges High School
7.6 Waiver Request and Affidavit – Request for Allowance of Attendance Due to Emergency Condition - School Closure Lincoln High School and Phoenix Continuation High School – January 27, 2021.
7.7 Approval of 2021-2022 Contract with Arthur Beauchamp
7.8 Approval of 2021- 2022 Contract with AVID
7.9 Student Discipline – Stipulated Expulsion Student #20-21-B

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

8. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

9. REPORTS & COMMUNICATION

➢Lincoln High School Student Advisory – Mattie Ridgway reported the following:

- The whole school is super happy they have football, soccer and baseball. She is super excited to have a dance season and swim season.
- Wanted to thank the Board for working on getting that started.
- Are not allowing spectators at the games per the guidelines. Football may be livestreamed.

➢Western Placer Teacher's Association – Tim Allen stated stated he had very exciting news about Covid and vaccinations. We are very encouraged by declining case numbers. He receives information from Amy Pettersen who has been doing a great job for the District. She keeps him up to date on the numbers for the District. We want to keep all of our members and WPTA safe and we want to see our kids getting educated. Mr. Allen received his second vaccine today. We hope to have everyone in the district who wants to get vaccinated done by the end of the month. Sports are coming back and we are hoping to have some sort of Graduation. The bargaining team led by Barret Hess who is the chief negotiator for WPTA, were able to come to an agreement with the District. Mr. Haley wanted to give credit to Scott Leaman and to Tim Allen for excellent communication between the groups.

➢Western Placer Classified Employee Association – Gus Nevarez was not present

➢Superintendent – Scott Leaman

- Shared two charts. One was our cases per week which has dropped dramatically. The second chart was our quarantine chart which showed our numbers down as well.
- Came to agreements with both of our associations and we will be giving our employees a sizeable retro check in April
- Wanted to acknowledge Dr. Elis from Lincoln Urgent care who was able to help us with testing our football players who have to be tested once a week in order to have football in session. He has a mobile unit that is able to come out to our site and he is doing for a 1/3 of the price to help out the community.
- We have great news regarding vaccines. We have reached saturation in making sure that those who wanted to get vaccines have been vaccinated.
- We have some codes from the county for those who cannot get an appointment and will follow up on if we can send the codes back to Placer County if not used.
- Spectators at the football games/sports is for immediate family only and we are prepping by measuring spacing and the number of people per event.

Mrs. Wyatt asked now that football players are all together and not in their pods, are they doing that as a cohort and if somebody test positive, does it just affect them. Mr. Leaman stated that just the cohort would be affected and it is a challenge because when you test you find asymptomatic people.

In terms of spectators, Mr. Leaman stated that staff was out measuring at the stadium to see how many people could attend which led to the measuring for Graduation. Currently we are looking at getting two spectators per graduate due

to the room available at the stadium and putting people on the field with social distancing in place.

Mr. Armitage asked about consideration for people with disabilities. Mr. Leaman stated, that yes that will be looked into as well.

Mr. Haley recommended livestream of the graduation as well.

10. ♦ACTION ♦DISCUSSION ♦INFORMATION

10.1 Information/ Discussion ***Page 72*** **– ADDITIONAL MUTUAL SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD) AND THE WESTERN PLACER TEACHERS' ASSOCIATION (WPTA) – Simon** *(20-21 G & O Component I, II, III, IV, V)*

Gabe Simon stated that the District's additional proposal was presented for information/discussion previously for WPTA at a Board of Trustee meeting and this is additional Sunshine regarding our Speech and Language Pathologist caseloads which falls under the class size article. We did not Sunshine our class size article and need to make sure it is approved and we follow the guidelines. This item is for information/discussion regarding the Special Education Speech and Language Pathologist.

10.3 Discussion/ Action ***Page 75*** **– CSBA DELEGATE ASSEMBLY ELECTIONS– Leaman** *(20-21 G & O Component I, II, III, IV, V)*

Scott Leaman stated that this is the opportunity for the Board to vote on the one candidate or to write in another nominee. The Board agreed to vote for both the nominees listed on the form. Motion by Mr. Haley, Seconded by Mr. Haley and passed by a 5-0 *(**Ayes:** Armitage, Freymond, Haley, Price, Wyatt **No:** None)* vote to approve CSBA Delegate Assembly Elections candidate

10.4 Action ***Page 81*** **– ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman** *(20-21 G & O Component I, II, III, IV, V)*

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

Due to a change in the GAMUT platform, these new and/or revised exhibits/policies/regulations are now being presented for approval by the Board of Trustees. *(GAMUT WIP (Work in Progress) Reconciliation Checklist is attached)*

- BP 2210 – Administrative Discretion Regarding Board Policy (Retitle)
- AR 3280 – Sale or Lease of District-Owned Real Property (Retitle)

- AR 4112.22 – Staff Teaching English Learners (Retitle)
- AR 4113.4 – Temporary Modified Light-Duty Assignment (Retitle)
- BP 4118 – Dismissal/Suspension/Disciplinary Action (Retitle)
- BP 5131.5- Vandalism and Graffiti (Retitle)
- BP 5145.11- Questioning and Apprehension by Law Enforcement (Retitle)
- BP/AR 6164.4 – Identification and Evaluation of Individuals for Special Education (Retitle)
- BP/AR 6178.1 – Work-Based Learning (Retitle)

Maria Gonzalez, Administrative Assistant to the Superintendent explained that GAMUT, which houses the Districts policies has been converted to a new GAMUT Policy format and some polices could not transfer because their titles/names did not match. The policies listed here have updated name information in the Board Packet. Motion by Mr. Haley and seconded by Mrs. Freymond and passed by a 5-0 (***Ayes:*** *Armitage, Freymond, Haley, Price, Wyatt* ***No****: None*) vote to approve the adoption of revised/new exhibits/policies/regulations.

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

11.2 BOARD MEMBER REPORTS/COMMENTS

Mrs. Freymond stated that she is extremely excited about graduation and is sure the kids are going to be excited. We are headed in the right direction in our School District. She is also very excited about the sports opening up. It is important to kids for their mental health having these activities.

Mr. Armitage had no report

Mr. Price stated he would echo what Criste said and his excitement about school sports returning and thinks it is such an important part of the high school experience. It's sad to think they have missed out on so much. Regarding graduation, thank goodness Audrey is out there measuring and we can make that happen for them. Since there can't be spectators at these sporting events it would be great if we could drop something off by these students' houses to let them know we are there for them.

Mr. Haley stated it is nice we can get to some positive sense of how high school should be. He wanted to share a line in Latin from Catullus from the Roman Empire, which translated to, "The snows have fled and the green grass returns again to our hills."

Mrs. Wyatt stated she is very thankful for the sports being open and a huge shout out to Dr. Ellis. He didn't have to do 1/3 of the cost or provide a mobile unit, but because he is so community oriented he went above and beyond. Also a thank you to Amy Pettersen for all that she is doing with COVID and keeping us on track with all of our numbers for our District. She is so proud of our District for be able to open and stay open and hopefully we can move forward with that.

12. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **March 16, 2021** 6:00 P.M., Regular Meeting of the Board of Trustees – Go-To -Meeting

13. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:47 p.m.

Kris Wyatt, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Maria Gonzalez, Administrative Assistant to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

March 16, 2021

WPUSD District Office/City Hall Building–Go To Meeting

600 Sixth Street, Lincoln, CA 95648

MINUTES

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.

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Board Members Present via Teleconference:

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

Others Present via Teleconference:

Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Maria Gonzalez, Administrative Assistant to the Superintendent
Mattie Ridgeway, Student Advisory
Matthew Nobert, Lincoln News Messenger

1. **ANNOUNCEMENT:** EXECUTIVE ORDER N-29-30 TELECONFERENCE FLEXIBILITY
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2. **ANNOUNCEMENT:** Should this Board Meeting encounter any security breech or inappropriate issues, the meeting will be ended immediately.

5:00 P.M. START

3. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – Go To Meeting

4. **COMMUNICATION FROM THE PUBLIC**
   There was no communication from the public

5:05 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

6:00 P.M.

6. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – District Office/City Hall Blvd., - Virtual Meeting – Go To Meeting
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6.1 *Page 10*- CONFERENCE WITH LABOR NEGOTIATOR
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Kerry Callahan, Deputy Superintendent of Educational Services
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

No action taken

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

No action taken

6.3 *Page 12* - PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

No action taken

7. *Page 13-113* - CONSENT AGENDA
7.1 Certificated Personnel Report
7.2 Classified Personnel Report
7.3 Approval of Request for Unpaid Leave of Absence

7.4 Ratification of Authorizations to Order (ATO) with AMS.Net Inc.- SPURR Master Contracts – SMC-ER-028 and AMC-ER-024 and Western Placer Unified School District

7.5 Ratification of Service Agreement with PublicSchool/WORKS (PSW) and Western Placer Unified School District

7.6 Ratification of Contract with American Medical Response Company (AMR) and Western Placer Unified School District – Lincoln High School

7.7 Agreement for Audit Services with Crowe, LLP

7.8 Ratify Agreement for Financial Statements and Performance Audit of Measures @ A and N General Obligation Bonds – Crowe, LLP

7.9 Ratification of District Director of Maintenance and Operations Contract as Senior Management of the Classified Service

7.10 Ratification of Agreement for Architectural/Engineering Services with HMC Architects for the Twelve Bridges Middle School Hydronic Piping Replacement Project

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

7.12 Approval of 2020-2021 Contract with Institute for Multi-Sensory Education (IMSE)

7.13 Approval of 2021-2024 Contract with Cyber High/FCSS (Fresno County Superintendent of Schools)

Mr. Armitage stated that item 7.8 the ampersand symbol needs to be changed to an "A".

Motion by Mr. Armitage, seconded by Mr. Price and passed by a 5-0 *(**Ayes:** Haley, Price, Armitage, Freymond, Wyatt **No:** None)* roll call vote to approve consent agenda with correction/edit of ampersand on item 7.8.

Scott Leaman stated that part of the Consent Agenda tonight included the Ratification of the contract for Tom Butcher as our new District Director of Maintenance and Operations. He is here with us tonight and after a rigorous process, Tom was selected during the interview process. He is currently our Construction Coordinator and he is one of the individuals, along with Mike and Hanna, responsible for everything being done on time at Leaman Elementary and the High School. Mrs. Leaman asked Tom to introduce himself.

Tom Butcher introduced himself and stated he is happy and excited he is to begin a new phase of work at Western Placer Unified School District. He has really enjoyed being a part of the Facilities Department and working with Mike and Hanna and the Administration. He is equally excited to be moving onto the maintenance side. He has been fortunate to have worked with quite a few of the staff over the last few years. Tom stated that he has 20 years' experience in schools and 10 years' experience in the private sector doing construction, remodels, and demolitions, so as a candidate for this position I bring a lot to the table. He worked in this position at previous school districts including Yuba City Unified.

Mr. Haley stated that in item 7.2, he wanted to make note that Karen Roberts is retiring after 15 years from Sheridan elementary. He wanted to make a note that she started at the same time he started as a Board Member. She has been keeping that school going with the students and involved in their day-to-day activities in a very positive way.

Mr. Leaman stated that we will be recognizing everyone in June for those who are retiring and people that won employee of the year.

8. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

9. REPORTS & COMMUNICATION

➢Lincoln High School Student Advisory – Mattie Ridgway reported the following:

- Last week they had their first football game. It was very exciting. JV and Varsity beat Placer. Dance and Cheer were able to perform
- This week and next week are the ending of their Phase I sports
- Leadership and Admin have been talking regarding gradation and having an awards night for seniors
- Science Expo is going on. It is a Video based event that goes on line on April 9, 2021.
- She stated she could share the dates for boys golf and girls tennis senior night. She would need to get them.
- Football, Cheer and Dance senior night will be April 2, 2021
- Indoor sports guidelines are still being worked on
- Kris asked that Mattie to let the announcers from the football game know that they did a great job. Per Mattie, the game was live streamed through LHS Live

➢Western Placer Teacher's Association – Tim Allen stated that Gabe Simon would be discussing the agreements that have been ratified by our entire bargaining unit. Tim wanted to thank Barrett Hess, Chief Negotiator for putting together a great salary package. They decided this year that they wanted to make sure everyone received the same dollar amount on the salary schedule. This past year has been a different due to the pandemic. Everyone has had to reinvent how they do things, whether you are a teacher in your 25th year or a teacher in your 1st year. The idea was to put the same dollar amount on every cell on the salary schedule. If you are a full time employee in their bargaining unit, they will see a $2500 raise this year. The agreement was voted on and approved by 80% of the bargaining unit. Barret Hess has stated that this is going to be his last term as Chief Negotiator. He is going to focus on his family and the farm. Mr. Price wanted to thank them for being fair and equitable to the newer teachers and that he appreciated that the generosity.

➢Western Placer Classified Employee Association – Jim Houck stated that they had a good meeting with everybody on negotiations. Their members passed it by 100%, so now it can go to the Board.

➢Superintendent – Scott Leaman

- Scott shared the gifts that were given to our employees this year as employee appreciation gifts. They were flashlights and each Board member received one.

- COVID numbers went up a bit since our last meeting. We are experiencing a few more cases and quarantines.
- There is a webinar on additional funding for COVID. There are a lot of funds coming in and most of them are targeted towards certain items.
- February 21 Lincoln High and Phoenix's power went out so school was cancelled. We will make up that day using one of our PSPS days on March 26, 2021.
- Attended first football game. It was fantastic. We will increase tickets for the game because about ½ of the families for the home side showed up.
- Basketball, volleyball and wrestling guidelines are being reviewed
- Scott and Emma did a presentation on opening schools; they went through our guiding principles.
- Horizon Charter School's report will be on April 6, 2021
- We will have a graduation and have submitted our plans to Placer County Health. We are also waiting on the State's statewide graduation guidelines.
- The Western Placer Foundation last week voted to gift 150 acers of OLE to the District with a 1.9 million dollar endowment attached to it.

10. ♦ACTION ♦DISCUSSION ♦INFORMATION

10.1 Action ***Page 124*** **– APPROVE RESOLUTION NO. 20/21.25 –FOR TWELVE BRIDGES HIGH SCHOOL ASB ACCOUNT AT GOLDEN ONE CREDIT UNION– Kilpatrick** *(20-21 G & O Component I, II, III, IV, V)*

Audrey Kilpatrick stated that we need to have a separate Student Body Account for the new high school and Audrey and Carrie Carlson will be listed as signers on the account. Motion by Mr. Haley, seconded by Mr. Armitage and passed by a 5-0 *(**Ayes:** Price Armitage, Freymond, Haley, Wyatt **No:** None)* roll call vote to approve Resolution No 20/21.25 approval for authorizing Twelve Bridges High School ASB Account at Golden One Credit Union.

10.2 Action ***Page 127*** **– 2020-21 SECOND INTERIM REPORT– Kilpatrick** *(20-21 G & O Component I, II, III, IV, V)*

Audrey Kilpatrick presented the 2020-21 second interim report. She reviewed the following:

- 2020-21 First Interim vs. Second Interim
- Major revenue changes to 2020-21 Budget since First Interim Budget
- Major Expenditure Changes to 2020-21 Budget since First Interim
- Use of CARE funds for substitutes
- Enrollment Trends
- Contributions to Restricted Programs
- Multi-Year Budget Projections
- MYP – Budget Assumptions – Revenues
- MYP – Budget Assumptions – Expenditures
- Components of Fund Balance
- MYP – Fund Balance Reserves

Mr. Armitage asked about the multiyear, there were transfers out of about 1 million dollars. Mr. Armitage referred to a transfer of a 25, 000, $487,000 and another $525,000 transfers. Audrey stated those transfers are a combination of the contribution to food service and $25,000 in adult education. This year we do not have to transfer out because the meals are provided for all the students, food service is able to support itself and not require contribution this year.

Mr. Price asked if this is a onetime thing due to COVID. Per Audrey, this year is COVID related because we have been given waivers to provide free meals. We do not require that they qualify for free or reduced meal. We are serving more students than we normally do. This is really a onetime revenue generator. Next year because we are assuming we will be going back to regular schedule, we will require parents to submit the application for free or reduced and will go back to the old revenue generator of having National School Lunch Program which then requires a contribution to the food service program.

Motion by Mr. Haley, seconded by Mrs. Freymond and passed by a 5-0 *(**Ayes:** Armitage, Freymond, Haley, Price, Wyatt **No:** None)* vote to approve 2020-2021 Second Interim Report

10.3 Action *Page 273* – **ADDITIONAL MUTUAL SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD) AND THE WESTERN PLACER TEACHERS' ASSOCIATION (WPTA)– Simon** *(20-21 G & O Component I, II, III, IV, V)*

Gabe Simon stated that the District's additional Mutual Sunshine for Negotiations proposal was presented to the board at the previous board meeting for information discussion regarding our Speech and Language Pathologist caseloads which falls under the class size article. Motion by Mr. Armitage seconded by Mr. Price and passed by a 5-0 *(**Ayes**: Armitage, Freymond, Haley, Price, Wyatt **No**: None)* vote to approve the Additional Mutual Sunshine for Negotiations regarding the Collective Bargaining Agreement between the Western Placer Unified School District (WPUSD) and the Western Placer Teachers' Association (WPTA),

10.4 Discussion/Action *Page 276*–**APPROVAL OF TENTATIVE AGREEMENT AND ADJUSTMENT TO 2020-2021 AND 2021-2022 SALARY SCHEDULES FOR THE DISTRICTS' CERTIFICATED EMPLOYEES TO INCLUDE COUNSELORS, NURSES, SPEECH AND LANGUAGE THERAPISTS– Simon** *(20-21 G & O Component I, II, III, IV, V)*

Gabe Simon presented the tentative agreement with WPTA affecting salaries for certificated employees of the District for approval. Motion by Mr. Haley, seconded by Mr. Armitage, and passed by a 5-0 *(**Ayes**:*

Armitage, Freymond, Haley, Price, Wyatt No: None) vote to approve the tentative agreement and adjustment to 2020-2021 and 2021-2022 Salary schedules for the Districts' certificated employees to include counselors, nurses, speech and language therapists.

Mr. Armitage stated that for the benefit of the public who may not have a packet in front of them, the cost for the two raises for the 2020 it is about $971,000 approximately and for the 2021 $351,000. Gabe Simon stated he would verbalize this information moving forward.

Mr. Haley stated that these raises for the teachers are well earned. They had to work long hours in the summer and on short notice and under pressure, they had to get training. They came up with a great program and they have been carrying it out with courage and vigor. These raises are earned.

Mr. Price stated that these raises are hinged upon us seeing that we have a certified budget moving forward. The work force is adapted to changing budgets that are outside of our control.

Mrs. Wyatt wanted to commend the teachers also as well as all of the certificated employees. It has been a tough year but we are carrying on and carrying through.

10.5 Discussion/Action *Page 297* – **APPROVAL OF TENTATIVE AGREEMENT AND ADJUSTMENT TO 2020-2021 AND 2021-2022 SALARY SCHEDULES FOR THE DISTRICT'S CLASSIFIED EMPLOYEES – Simon** *(20-21 G & O Component I, II, III, IV, V)*

Gabe Simon presented the tentative agreement affecting salaries for classified employees of the District for approval. Motion by Mrs. Freymond, seconded by Mr. Haley, and passed by a 5-0 *(**Ayes**: Armitage, Freymond, Haley, Price, Wyatt **No**: None)* vote to approve the tentative agreement and adjustment to the 2020-2021 and 20201-2022 salary schedules for the District's classified employees.

Kris Wyatt stated that she is very proud of what our classified employees have done for us. They never fail, and this is well deserved.

10.6 Discussion/Action *Page 312* – **APPROVAL OF ADJUSTMENT TO SALARY FOR THE DISTRICT'S CLASSIFIED MANAGEMENT EMPLOYEES, CLASSIFIED SENIOR MANAGEMENT EMPLOYEES, CLASSIFIED CONFIDENTIAL EMPLOYEES & GRANT FUNDED AFTER SCHOOL PROGRAM EMPLOYEES– Simon** *(20-21 G & O Component I, II, III, IV, V)*

Gabe Simon presented the agreement of adjustment to salary for represented employees with a yielded ranking of no less than fourth among comparison districts for approval. Motion by Mr. Armitage, seconded by Mrs. Freymond, and passed by a 5-0 *(**Ayes**: Armitage, Freymond, Haley, Price,*

Wyatt No: None) vote for approval of adjustment to salary for the District's Classified Management employees, Classified Senior Management employees, Classified Confidential employees and Grant Funded After School Program Employees.

Mr. Price asked where this group lands in the comparison of the other eight district. Gabe Simon stated that this group, before the increase they were seven or eight out of our comparable groups. Teachers were four and classified were about seven. With these adjustments, this group is at approximately four out of eight districts.

Mr. Haley stated that is our goal, to get as many of the groups at fourth position, which is the mid ranking of the districts, we are compared with.

10.7 Discussion Action *(Page 322* – **APPROVAL OF SALARY ADJUSTMENT FOR THE DISTRICT'S CERTIFICATED MANAGEMENT EMPLOYEES, ASSISTANT SUPERINTENDENTS, DEPUTY SUPERINTENDENT AND THE SUPERINTENDENT**– **Simon** *(20-21 G & O Component I, II, III, IV, V)*

Gabe Simon presented the salary increases for represented employees with a yielded a ranking of no less than fourth among comparison district for approval. The current Superintendent is ranked at about the bottom of our ratings and with this addition; the Superintendent maintains the ranking at the bottom of the group.

Mr. Leaman stated that on this item, many were involved in making sure that everyone got to fourth in the ranking and he wanted to point out that they got as many people in this group to four. Kerry Callahan facilitated the discussion around the raise for the Superintendent. Mr. Leaman stepped out during this discussion and was not a part of the discussion. Because it is the Superintendent position, it does have to be discussed in open session.

Kerry Callahan stated that the goal is to get all our employees competitive and within their group to a four rating including the Superintendent. In order to do this, it would be a significant increase in salary when we look at other representative groups. Given that he is going to be retiring, that could cause some concerns in terms of STRS retirement system. In looking at the other representative and non-representative groups, there was specific work done around the certificated salary and recommendations as Gabe indicated and the increases were in ranges from 2.59% to 6.56 %. There is a thought that F1 is a common cell that is used on the certificated salary schedule for WPTA members for adjunct duty stipends as well as the hourly district raise. Mrs. Callahan stated, it might be reasonable to consider FI as an option for the Superintendent, pushing the raise from 3% to 4.67 % which is the same as what FI is receiving in the salary increases for the coming 2021 school year. This still puts the Superintendent at just above the bottom on the rating scale. This is the recommendation that was discussed with President Wyatt and based on comparisons and being able to anchor it on something, this is in middle range of what WPTA and the Management

group is receiving. It is not the least, but not the most that some of our members are receiving this year.

Mr. Price stated they talked a lot about districts statewide, talked about those that were late to adopt, tapped danced, and then pushed upon their Board this responsibility to make the decision of whether they go back to class and how they do it and will they do it. Mr. Price stated that he thinks this district has been celebrated statewide if not further about its swift, concise and consistent action around getting our kids back in the classrooms. We have seen massive benefits from that. It required all of the administrators to stick their neck out. To take public feedback, to get into uncomfortable conversations with our public health officials around balancing mental health with physical health. He does not want to lesson anyone who works with Scott but wants to make sure that it is known that ultimately, the buck stops there. He does not think, seeing someone exit out a career like his at that kind of a raise is fair to him. He thinks we can do better and would like to talk about what they can do.

Mr. Armitage stated that he does not feel comfortable taking it necessarily to FI level raise. Other employees received a higher percentage raise. He would be more comfortable with something higher than what was recommended.

Mrs. Freymond stated that we have seen all the classifications, with employees at second, and teachers at four ranking and we have the Superintendent at seven out of eight districts. To her that is not where we want to be. She stated we are really trying to keep great people here in the district, and she knows Scott is retiring but if we give him a 4.6%, he is still seventh, so we need to do better than that.

Mr. Wyatt asked Kerry if there was a percent that they have were, they will not over do it for retirement and taxes. What is the suggestion at this point?

Mr. Price stated that they talked about 7% just to get the Superintendent off the bottom off the scale. He would advise and encourage the public not to look at that dollar amount as much as looking at parodies in people doing a similar role in a comparable district. These are districts we compare ourselves to for what we spend, for what we make and all the other aspects, it is not just salary. These districts are comparable in all facets. I do not think it is a bad idea to shot for the middle and try to win good people based on great culture, but at least pay in parody with most of what you are going to make at other districts. He would like to see what a 7% increase would look like to STRS when he submits his paperwork for retirement.

Kerry Callahan stated we would not know what STRS would do with a 7% increase until the paperwork was submitted. It would be more than any member is receiving. It is up to the Board to make a motion. There was a strong desire to have parody with our groups and we have put our other

groups at third primarily for WPTA and first and second for some in classified. Our Management and Confidential group was to get them no lower than four, with the same goal in mind for our Superintendent. She appreciates the comments that if everyone else is a four, that is the ultimate goal. The Board needs to determine what is being offered and make a motion.

Mr. Leaman stated that having been through the STRS process with other employees, the processes involved; the first thing they would look at is what other groups are getting. What the Board Packet shows is a range of raises and if it were within those ranges, there would be an anchor.

Mr. Haley sated that he agrees with the information that has been presented about Scott and all the time he has been Superintendent and barely getting above water and remaining at the bottom. He also stated that you could not find a finer Superintendent anywhere. Scott must have put out at least 100 letters to parents, every week laying out what they had to do to open. He also designed most of that process. They all agree on Scott's unbelievable job, which is why he has a school named after him. Mr. Haley proposed a 5% increase as a reasonable compromise with keeping in line what STRS looks at, recognizing the outstanding job he has done.

Mr. Price stated that at 6.5%, that leaves our Superintendent after 15 years, still retiring less than we will ever pay another Superintendent in this district. He disagrees with 5% and is pressing for 7%, however, if 6.5% gets him into a range that keeps him where he needs to be with STRS, then he will settle for that. We will do him a disservice no matter what number we choose. The least we can offer is the highest amount we offered other groups.

Mr. Armitage – stated that the highest increase in the groups we are looking at is 6.56% and he would be comfortable with matching that and going to 6.56%.

Motion by Mrs. Freymond, seconded by Mr. Price, and passed by a 5-0 *(**Ayes**: Armitage, Freymond, Haley, Price, Wyatt **No**: None)* vote to approve the salary adjustment for the District's Certificated Management employees, Assistant Superintendents, Deputy Superintendent and the Superintendent with the amendment to the Superintendent salary increase from a 4.67% increase to an additional 1.89% for a total increase of 6.56%.

Mrs. Wyatt stated that on behalf of the district and especially the school Board Members that the job that all of our certificated management and assistant superintendent and superintendent, Scott has had such a wonderful team to work with, that without them, they probably would have been okay but probably not as good. She thinks that this is fair and they can justify what they have done.

10.8 Action

Page 330 – **ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman** *(20-21 G & O Component I, II, III, IV, V)*

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

Due to a change in the GAMUT platform, these new and/or revised exhibits/policies/regulations are now being presented for approval by the Board of Trustees. *(GAMUT WIP (Work in Progress) Reconciliation Checklist is attached)*

- BP 1260 – Educational Foundation (Retitle)
- BP 7212 – Mello-Roos Districts (Retitle)
- BP 9220 – Governing Board Elections (Retitle)
- BP 9240 – Board Training (Retitle)
- AR 3350.1 – Guidelines for Use of Bank Credit Cards (Retitle)
- BP/AR 4317.12 – Retirement Consultancy Contracts (Delete)
- AR 5145.11- Questioning and Apprehension (Delete)
- BP/AR 6162.7- Use of Technology in Instruction (Delete)

Maria Gonzalez, Administrative Assistant to the Superintendent explained that GAMUT, which houses the Districts policies has been converted to a new GAMUT Policy format and some polices could not transfer because their titles/names did not match. The policies listed here have updated name information in the Board Packet. Motion by Mrs. Freymond and seconded by Mr. Price and passed by a 5-0 (***Ayes:*** *Armitage, Freymond, Haley, Price, Wyatt* ***No****: None*) vote to approve the adoption of revised/new exhibits/policies/regulations with the exception of BP1260 which is being pulled for further review

Mrs. Wyatt asked if we were changing the title of BP 1260. Maria advised that the title for the policy is Educational Foundation, we cannot change the title, and that it was change previously in error to Western Placer Unified School District Educational Foundation. Mr. Haley requested the name be changed to Western Placer Unified School District Educational Foundation. The Policy is being pulled for further review per request.

Mr. Armitage questioned the name change of BB9220 from Board of Trustees Elections to Governing Board Elections yet in the document itself, it states Board of Trustees. Maria explained that the Title is set by CSBA and we change the information in the body of the document to Board of Trustees.

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

Mr. Armitage would like to propose that a policy is created to require the Board to look at the Superintendent salary schedule and make sure that we consistently are aware of what the ranking is in comparison with our comparison groups.

Mr. Leaman stated that the Board has expressed a desire to add Board Policy that has a timely comparison for all groups. The Superintendents new contract will need to be reviewed since it was previously updated.

Mr. Haley recommended we add to review salaries no less than every four years to the policy.

11.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley had no comment

Mr. Price stated that he was glad to see our teachers, administrators and classified staff who have worked hard during this past year, see an increase and a retroactive increase. It speaks to trust, that is not an easy thing to create, and he is thankful to be a part of it.

Mr. Armitage stated that it is great that we are getting some money in staff's pocket. He is sure there are people that can really use it, they may have had their significant other impacted financially by COVID. It is good that we are doing this for our staff.

Mrs. Freymond stated she was happy that we were able to vote for everybody's raises. She was able to attend the football game on Friday night and it was great to see all teachers, cheerleaders, cheer coaches and everyone with smiles. It was nice to see everything back to some kind of normalcy.

Mrs. Wyatt stated that several of the football players had baseball games on Saturday and they were very sore from the Friday night game. She also stated Mike Maul is working with new announcers at the school for the games and they did great. The have received less scholarship applications this year and it is in part due to the year we have had. The ones they have received are very well written with students writing about who influences them. The Farm Foundation is going to have a meeting soon. She had the opportunity to me with Officer Laura Savage. She is in charge of the smoking and vaping grant. She also goes to Twelve Bridges Middle School and Lincoln High School as the SRO. She is compassionate and wants to make a difference in students' lives. She wants to create a community so that people can trust them so they can easily be approached. Kris read a statement indicating the project at Glen Edwards has been completed in accordance with designed documents and approved by the Department of General Services.

12. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **April 6, 2021** 6:00 P.M., Regular Meeting of the Board of Trustees – Go-To - Meeting
- **April 20, 2021** 6:00 P.M., Regular Meeting of the Board of Trustees – Go-To - Meeting

13. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:01 p.m.

Kris Wyatt, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Maria Gonzalez, Administrative Assistant to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Approval of Warrants

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:
Warrants may be found at
www.wpusd.org

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 2021

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the March 2, 2021 board meeting.

RECOMMENDATION:

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

wp/rk/factsheetwarrants

Checks Dated 03/29/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85784802	03/29/2021	Chauvin, Betty L	01-5200		10.08
85784803	03/29/2021	Gonzalez, Maria A	01-4300		14.34
85784804	03/29/2021	Horton, Jennifer L	01-5200		36.97
85784805	03/29/2021	Kessler, Jeanne L	01-4300		216.73
85784806	03/29/2021	Morgan Griffith, Daneita R	01-5200		23.29
85784807	03/29/2021	49ER WATER SERVICES	01-5800		390.00
85784808	03/29/2021	A-Z BUS SALES INC	01-4365		55.57
85784809	03/29/2021	ADD SOME CLASS	01-4300		1,025.67
85784810	03/29/2021	AIR FILTER SUPPLY INC	01-4300		18,170.60
85784811	03/29/2021	AMERICAN OCCUPATIONAL THERAPY	01-4300		267.80
85784812	03/29/2021	ASSETGENIE INC DBA AGPARTS EDUCATION	01-4300		3,007.50
85784813	03/29/2021	AT&T BUSINESS SERVICE	01-5560		333.56
85784814	03/29/2021	AVID CENTER	01-5200		2,550.00
85784815	03/29/2021	BANK OF AMERICA #4333	01-4200	343.03	
			01-4300	1,900.70	
			01-5200	398.00	
			01-5800	52.00	2,693.73
85784816	03/29/2021	BANK OF NEW YORK MELLON CORPORATE TRUST DEPT.	21-5800		750.00
85784817	03/29/2021	BENCHMARK EDUCATION COMPANY	01-4100		14,240.65
85784818	03/29/2021	BORDERLAN SECURITY	01-4390		66.00
85784819	03/29/2021	BOTTLED WATER SUPPLY CO INC COOLER ZONE	01-4300		49.00
85784820	03/29/2021	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		246.99
85784821	03/29/2021	CAPITOL PUBLIC FINANCE GROUP	25-5800		2,925.00
85784822	03/29/2021	CDW GOVERNMENT INC	21-4300	257.00	
			21-4400	442.55	
			21-6400	1,013.51	1,713.06
85784823	03/29/2021	CITRUS HEIGHTS SAW & MOWER	01-4365		68.94
85784824	03/29/2021	CITY OF LINCOLN - ALARM PRGM LINCOLN POLICE DEPARTMENT	01-5800		95.00
85784825	03/29/2021	DocuSign, Inc Lockbox	01-5800		12,420.00
85784826	03/29/2021	GRAINGER	01-4300		570.11
85784827	03/29/2021	HANKIN SPECIALTY ELEVATORS INC	01-5600		1,285.88
85784828	03/29/2021	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		149.58
85784829	03/29/2021	HILLYARD / SACRAMENTO	01-4300		1,905.68
85784830	03/29/2021	HOME DEPOT CREDIT SERVICES	01-4300		1,387.47
85784831	03/29/2021	JOHN LENAKAKIS PLACER COUNTY BACKFLOW	01-5600		3,897.96
85784832	03/29/2021	JOYLABZ LLC	01-4100		761.06
85784833	03/29/2021	LINMOORE FENCING & IRONWORKS	01-4300	2,680.00	

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

Checks Dated 03/29/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85784833	03/29/2021	LINMOORE FENCING & IRONWORKS	01-5600	10,850.00	13,530.00
85784834	03/29/2021	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		1,625.00
85784835	03/29/2021	LOZANO SMITH LLP	01-5810	7,043.88	
			25-5810	2,580.59	9,624.47
85784836	03/29/2021	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		7,290.00
85784837	03/29/2021	NOR-CAL ROOFING INC	01-5600		860.00
85784838	03/29/2021	NORMAC	01-4300		57.95
85784839	03/29/2021	PACIFIC GAS & ELECTRIC CO	01-5510	75,267.76	
			01-5530	23,993.07	99,260.83
85784840	03/29/2021	PLACER COUNTY AIR POLLUTION	01-5800		336.63
85784841	03/29/2021	PRO-ED	01-4100		2,081.19
85784842	03/29/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		121.52
85784843	03/29/2021	SAFEWAY INC	01-4300		109.57
85784844	03/29/2021	SCHOLASTIC INCORPORATED	01-4200		299.62
85784845	03/29/2021	SCHOOL SPECIALTY INC	01-4300		293.11
85784846	03/29/2021	SCHOOL STEPS, INC.	01-5800		32,296.89
85784847	03/29/2021	SCHOOLS EXCESS LIABILITY FUND	01-5400		58,646.60
85784848	03/29/2021	SHARP ARCHITECTURE, INC.	21-5800		7,040.00
85784849	03/29/2021	SIEMENS INDUSTRY INC	01-5800		1,986.00
85784850	03/29/2021	SIERRA OFFICE SUPPLIES &	01-4300		188.74
85784851	03/29/2021	SIG EMPLOYEE BENEFITS TRUST	76-9558		725,518.30
85784852	03/29/2021	STATE OF CALIFORNIA DEPT OF ED OFFICE OF FOOD DISTRIBUTION	21-6290		4,340.00
85784853	03/29/2021	SWRCB/STATE WATER RESOURCES CONTROL BOARD	21-5800		2,533.00
85784854	03/29/2021	UNIFIRST CORPORATION	01-5800		1,152.39
85784855	03/29/2021	VERIZON WIRELESS	01-5560		954.17
85784856	03/29/2021	WAXIE'S SANITARY SUPPLY	01-4300		3,093.89
85784857	03/29/2021	WINSOR LEARNING, INC.	01-5800		407.01
85784858	03/29/2021	Kathy Jaskot	01-5820		200.00
85784859	03/29/2021	BAGEL AND BEAN LLC	13-4710		3,000.00
85784860	03/29/2021	DANIELSEN COMPANY	13-4710		16,038.91
85784861	03/29/2021	FIERY GINGER FARM	13-4710		786.00
85784862	03/29/2021	GENERAL PRODUCE CO LTD	13-4710		453.75
85784863	03/29/2021	GOLD STAR FOODS, INC	13-4710		22,996.85
85784864	03/29/2021	WEST COAST PAPER COMPANY	01-4300		4,451.00
85784865	03/29/2021	Blank, Angela F	01-4300		71.56
85784866	03/29/2021	Burns, Shannon L	01-4300		37.91
85784867	03/29/2021	Duncan, Jeanie E	01-4300		90.00
85784868	03/29/2021	Karuzas, Susannah L	01-4300		151.67
85784869	03/29/2021	Middleton, William R	01-4300		376.05
85784870	03/29/2021	Phillips, Sandra M	01-4300		9.69
85784871	03/29/2021	Salinger, Adam P	01-5800		132.00

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

Checks Dated 03/29/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85784872	03/29/2021	ACCUCUT	01-4300	504.08	
			Unpaid Tax	34.08-	470.00
85784873	03/29/2021	AWARD EMBLEM MFG. CO. INC.	01-4300	92.20	
			Unpaid Tax	4.69-	87.51
85784874	03/29/2021	B&H PHOTO VIDEO	01-4300	54.24	
			01-4400	485.28	539.52
85784875	03/29/2021	BORDERLAN SECURITY	01-4300	495.00	
			01-5800	126.00	621.00
85784876	03/29/2021	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		2,740.61
85784877	03/29/2021	CDW GOVERNMENT INC	01-4300		602.60
85784878	03/29/2021	DICK BLICK	01-4300		461.44
85784879	03/29/2021	DIRECT PRESS 2	01-4300		311.14
85784880	03/29/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		315.32
85784881	03/29/2021	FULL COMPASS SYSTEMS	01-4300		1,035.65
85784882	03/29/2021	HILLYARD / SACRAMENTO	01-4300		1,260.16
85784883	03/29/2021	KYOCERA	01-4300	307.71	
			01-5600	25.63	333.34
85784884	03/29/2021	MCMASTER CARR SUPPLY CO	01-4300		222.30
85784885	03/29/2021	NASCO MODESTO	01-4300		225.35
85784886	03/29/2021	OFFICE DEPOT	01-4300		1,164.09
85784887	03/29/2021	ORIENTAL TRADING COMPANY INC	01-4300		380.21
85784888	03/29/2021	PITNEY BOWES INC	01-5600		155.78
85784889	03/29/2021	RAY MORGAN CO. / CHICO	01-4300		189.83
85784890	03/29/2021	SCHOOL OUTFITTERS.COM	01-4300		45.79
85784891	03/29/2021	SELWAY MACHINE TOOLS	01-5600		1,173.89
85784892	03/29/2021	THERAPY SHOPPE INC	01-4300	60.54	
			Unpaid Tax	3.56-	56.98
85784893	03/29/2021	TREASURE BAY INC	01-4300		637.01
85784894	03/29/2021	ULINE SHIPPING SUPPLIES	01-4300		94.64
85784895	03/29/2021	WEST MUSIC	01-4300	53.58	
			Unpaid Tax	3.63-	49.95
85784896	03/29/2021	WINSOR LEARNING, INC.	01-4300		930.82
85784897	03/29/2021	WRIGHT NOW RIGHT NOW	01-4300		405.00
		Total Number of Checks	**96**		**1,108,280.42**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	84	317,650.92
13	Cafeteria Fund	5	43,275.51
21	Building Fund #1	5	16,376.06
25	Capital Facilities Fund	2	5,505.59
76	Payroll Fund	1	725,518.30

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ESCAPE ONLINE

Checks Dated 03/29/2021

Check Number	Check Date	Pay to the Order of		FD-OBJT	Expensed Amount	Check Amount
		Total Number of Checks	96		1,108,326.38	
		Less Unpaid Tax Liability			45.96-	
		Net (Check Amount)			1,108,280.42	

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

Checks Dated 03/22/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85783700	03/22/2021	STAPLES BUSINESS ADVANTAGE	01-3301	492.07	
			01-4300	9,464.02	
			13-4300	87.56	10,043.65
85783701	03/22/2021	Bussone, Laura C	01-5200		24.64
85783702	03/22/2021	Hichborn, Amber N	01-5200		104.50
85783703	03/22/2021	Morgan Griffith, Daneita R	01-5200		46.58
85783704	03/22/2021	Murdock, John R	01-5800		105.00
85783705	03/22/2021	Salli-Brown, Michelle K	01-4300		25.00
85783706	03/22/2021	ACI SPECIALTY BENEFITS ACI ENTERPRISES INC	01-3901		3,171.69
85783707	03/22/2021	APLPD HOLDCO, INC & SUBSIDIARY	01-5600		673.47
85783708	03/22/2021	AVID CENTER	01-5200		12,750.00
85783709	03/22/2021	BLACKBURN CONSULTING	21-6140		2,700.90
85783710	03/22/2021	BORDERLAN SECURITY	01-5800		2,310.00
85783711	03/22/2021	BRIGHT START THERAPIES INC	01-5800		2,025.00
85783712	03/22/2021	CDW GOVERNMENT INC	01-4300	543.83	
			01-4390	846.58	1,390.41
85783713	03/22/2021	CITRUS HEIGHTS SAW & MOWER	01-4365		64.64
85783714	03/22/2021	CITY OF LINCOLN	01-5540	4,589.11	
			01-5550	4,020.84	
			01-5570	8,553.10	17,163.05
85783715	03/22/2021	CITY OF LINCOLN / PG&E REIMB	01-5510		2,072.20
85783716	03/22/2021	GRAINGER	01-4300		275.35
85783717	03/22/2021	HILLYARD / SACRAMENTO	01-4300		1,362.50
85783718	03/22/2021	HMC GROUP	21-6210		48,875.00
85783719	03/22/2021	HUNT & SONS INC	01-4365		655.61
85783720	03/22/2021	INDUSTRIAL PLUMBING SUPPLY	01-4400		716.58
85783721	03/22/2021	JOHN LENAKAKIS PLACER COUNTY BACKFLOW	01-5600		175.00
85783722	03/22/2021	KINGSLEY BOGARD THOMPSON LLP	01-5810		5,520.00
85783723	03/22/2021	L & H AIRCO	01-5800		135.00
85783724	03/22/2021	LEARNING SOLUTIONS INC	01-5800		3,018.56
85783725	03/22/2021	LOWE'S	01-4300		1,229.18
85783726	03/22/2021	MACGILL & COMPANY	01-4300		652.56
85783727	03/22/2021	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		4,660.00
85783728	03/22/2021	MEDICAB	01-5800		4,802.50
85783729	03/22/2021	MWG MESTMAKER & ASSOCIATES	01-3901		145.70
85783730	03/22/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		121.51
85783731	03/22/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		1,403.03
85783732	03/22/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		509.43
85783733	03/22/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		278.65

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Checks Dated 03/22/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85783734	03/22/2021	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		877.35
85783735	03/22/2021	RIEBES AUTO PARTS	01-4365		1,467.58
85783736	03/22/2021	SCHOOL NURSE SUPPLY INC.	01-4300		310.43
85783737	03/22/2021	SIERRA BUILDING SYSTEMS INC	01-5600		3,216.32
85783738	03/22/2021	STATE OF CALIFORNIA DEPT OF ED OFFICE OF FOOD DISTRIBUTION	21-6290		77,070.00
85783739	03/22/2021	TAG / AMS INC	01-5800		425.00
85783740	03/22/2021	UNIFIRST CORPORATION	01-5800		236.33
85783741	03/22/2021	WAXIE'S SANITARY SUPPLY	01-4300		1,185.48
85783742	03/22/2021	WESTERN PLACER WASTE MGT AUTH ACCOUNTING DIVISION WPWMA	01-5540		59.44
85783743	03/22/2021	AIR CONTROL SERVICES, INC.	13-5600		1,788.70
85783744	03/22/2021	DANIELSEN COMPANY	13-4710		4,949.90
85783745	03/22/2021	EAST BAY RESTAURANT SUPPLY	01-4400		3,215.54
85783746	03/22/2021	GENERAL PRODUCE CO LTD	13-4710		424.43
85783747	03/22/2021	GOLD STAR FOODS, INC	13-4710		18,234.00
85783748	03/22/2021	Tamales Los Mayas LLC	13-4710		3,390.00
85783749	03/22/2021	WEST COAST PAPER COMPANY	01-4300	2,038.99	
			13-4300	11.00	2,049.99
85783750	03/22/2021	WPUSD PETTY CASH FUND	01-4300		200.00
85783751	03/22/2021	APPROVED SAFE & LOCK	01-4300	483.02	
			01-5600	253.11	736.13
85783752	03/22/2021	BARE BONES WORKWEAR	01-4300		469.54
85783753	03/22/2021	BSN SPORTS SPORTS SUPPLY GROUP	21-4300	1,191.60	
			21-4400	1,093.08	2,284.68
85783754	03/22/2021	CDW GOVERNMENT INC	01-4300		1,011.16
85783755	03/22/2021	COOKS PORTABLE TOILETS	01-5600		504.61
85783756	03/22/2021	GRAINGER	01-4300		21.24
85783757	03/22/2021	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		731.05
85783758	03/22/2021	NORMAC	01-4300		424.17
85783759	03/22/2021	POWER PROTECTION PLUS	01-5800		480.00
85783760	03/22/2021	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-4300	2,683.61	
			01-4400	2,358.43	
			01-5200	955.00	
			01-5600	748.92	
			01-5800	29.00	
			13-4710	172.59	
			13-5200	20.00	
			13-5300	219.00	
			13-5800	119.40	
			21-4300	62.79	
			25-5200	272.46	7,641.20

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Checks Dated 03/22/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85783761	03/22/2021	Constantine, Melanie M	01-4300		10.50
85783762	03/22/2021	Hollis, Wendy M	01-4300	25.72	
			01-5200	27.00	52.72
85783763	03/22/2021	Palos, Theresa L	01-4300		24.12
85783764	03/22/2021	Pasquini, Gina K	01-4300		16.05
85783765	03/22/2021	Penders, Reno P	01-4300		57.84
85783766	03/22/2021	Rennie, April G	01-4300		60.00
85783767	03/22/2021	Roberts, Karen A	01-4300		34.84
85783768	03/22/2021	Springborn, Barbara S	01-4300		74.62
85783769	03/22/2021	Stanley, Karen N	01-4300		184.44
85783770	03/22/2021	ALL METALS SUPPLY INC	01-4300		1,380.99
85783771	03/22/2021	APPLE INC.	01-4300	132.58	
			01-4400	1,157.35	1,289.93
85783772	03/22/2021	B&H PHOTO VIDEO	01-4300	12.13	
			01-4400	108.48	120.61
85783773	03/22/2021	BALFOUR	01-4300		544.63
85783774	03/22/2021	BIO RAD LAB	01-4300		363.30
85783775	03/22/2021	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		410.16
85783776	03/22/2021	CDW GOVERNMENT INC	01-4300	296.57	
			01-4400	591.03	887.60
85783777	03/22/2021	COAST TO COAST COMPUTER PRODUCTS	01-4300		538.33
85783778	03/22/2021	CRABTREE PUBLISHING CO	01-4200	312.42	
			Unpaid Tax	19.66-	292.76
85783779	03/22/2021	EATON INTERPRETING SVCS INC	01-5800		110.00
85783780	03/22/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		346.98
85783781	03/22/2021	FULL COMPASS SYSTEMS	01-4300		165.81
85783782	03/22/2021	GOLD COUNTRY MEDIA PUBLICATIONS	01-4300		669.98
85783783	03/22/2021	KYOCERA	01-4300	1,138.13	
			01-5600	544.19	1,682.32
85783784	03/22/2021	LAZEL INC LEARNING A-Z LLC	01-5800		54.00
85783785	03/22/2021	NASCO MODESTO	01-4300		102.75
85783786	03/22/2021	OFFICE DEPOT	01-4300		944.74
85783787	03/22/2021	POSTMASTER / GEMS	01-4300		605.00
85783788	03/22/2021	RAY MORGAN CO. / CHICO	01-4300		63.28
85783789	03/22/2021	REALLY GOOD STUFF	01-4300		68.93
85783790	03/22/2021	TEACHER SYNERGY, LLC	01-4300		137.79
85783791	03/22/2021	VIKING SHRED LLC	01-5800		71.99
85783792	03/22/2021	WEST MUSIC	01-4300	49.84	
			Unpaid Tax	2.54-	47.30
		Total Number of Checks	**93**		**274,025.47**

Fund Recap

Fund	Description	Check Count	Expensed Amount

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

Checks Dated 03/22/2021

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

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	84	113,365.26
13	Cafeteria Fund	8	29,416.58
21	Building Fund #1	5	130,993.37
25	Capital Facilities Fund	1	272.46
	Total Number of Checks	93	274,047.67
	Less Unpaid Tax Liability		22.20-
	Net (Check Amount)		**274,025.47**

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Checks Dated 03/15/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85782738	03/15/2021	Bodie, Marivic M	01-5200		35.60
85782739	03/15/2021	Morford, Kristin N	01-5200		12.32
85782740	03/15/2021	ADVANCED INTEGRATED PEST PEST MNGMT	01-5800		1,604.00
85782741	03/15/2021	AT&T	01-5560		3,500.59
85782742	03/15/2021	AVID CENTER	01-5200		5,100.00
85782743	03/15/2021	BRIGHT EYES ENTERPRISE INC	01-4300		339.90
85782744	03/15/2021	BURKE, WILLIAMS & SORENSEN LLP	01-5810		3,322.00
85782745	03/15/2021	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		85.02
85782746	03/15/2021	CA PLACEMENT ASSOCIATION c/o RIO HONDO COLLEGE	01-5200		106.68
85782747	03/15/2021	CAPITOL PUBLIC FINANCE GROUP	01-5800		4,875.00
85782748	03/15/2021	CDW GOVERNMENT INC	01-4400	3,507.36	
			01-5800	4,929.00	8,436.36
85782749	03/15/2021	DRAPERIES BY RICO INC	21-4300		373.00
85782750	03/15/2021	EATON INTERPRETING SVCS INC	01-5800		2,912.00
85782751	03/15/2021	FLINT BUILDERS, INC.	21-6200		3,185,185.00
85782752	03/15/2021	GCR TIRES & SERVICE	01-4360		1,627.34
85782753	03/15/2021	GRAINGER	01-4300		1,796.88
85782754	03/15/2021	JABBERGYM INC.	01-5800		6,080.00
85782755	03/15/2021	LAKESHORE LEARNING MATERIALS	01-4300		85.56
85782756	03/15/2021	LINCOLN AREA CHAMBER OF	01-5300		155.00
85782757	03/15/2021	PACIFIC GAS & ELECTRIC CO	01-5510		1,218.86
85782758	03/15/2021	PLACER LEARNING CENTER	01-5800		36,002.50
85782759	03/15/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-4300	413.05	
			01-5600	517.10	930.15
85782760	03/15/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		557.30
85782761	03/15/2021	RESILITE SPORTS PRODUCTS INC	21-4300	1,046.29	
			21-4400	3,272.82	
			21-6400	17,672.50	21,991.61
85782762	03/15/2021	SCHOOL FACILITY CONSULTANTS	25-5800		183.75
85782763	03/15/2021	SNACK NATION AWESOME OFFICE INC	01-4300		298.00
85782764	03/15/2021	STATE OF CALIFORNIA - DOJ	01-5821		277.00
85782765	03/15/2021	STUDIES WEEKLY INC.	01-4200		511.58
85782766	03/15/2021	UNIFIRST CORPORATION	01-5800		1,029.72
85782767	03/15/2021	WAVE	01-5560	1,715.66	
			01-5903	3,569.25	5,284.91
85782768	03/15/2021	WAXIE'S SANITARY SUPPLY	01-4300	1,949.33	
			21-4300	120.33	2,069.66
85782769	03/15/2021	WELLNESS TOGETHER	01-5800		17,012.34
85782770	03/15/2021	WESTERN PSYCHOLOGICAL SERVICES	01-4300		100.28
85782771	03/15/2021	Who Built Creative Builders	01-5800		2,976.00

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ESCAPE ONLINE

Checks Dated 03/15/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85782772	03/15/2021	Dickson, Megan L	01-4300		83.77
85782773	03/15/2021	Fox, Christy L	01-5200		359.10
85782774	03/15/2021	Gruber, Tracy G	01-4300		64.50
85782775	03/15/2021	Hollis, Wendy M	01-4300		197.00
85782776	03/15/2021	Moss, Kimberly A	01-4300		140.00
85782777	03/15/2021	Scarbrough, Angela C	01-4300		76.15
85782778	03/15/2021	Tofft, Matthew J	01-5800		199.00
85782779	03/15/2021	Villanueva, Guillermo	01-4300		101.87
85782780	03/15/2021	Yule, Madison A	01-4200	177.19	
			01-4300	62.79	239.98
85782781	03/15/2021	BLICK ART MATERIALS	01-4300		199.82
85782782	03/15/2021	BORDERLAN SECURITY	01-4300		58.00
85782783	03/15/2021	BURKETT'S OFFICE	01-4300	4,674.23	
			01-4400	3,730.26	8,404.49
85782784	03/15/2021	CDW GOVERNMENT INC	01-4300	631.65	
			01-4400	875.72	
			01-5800	631.20	2,138.57
85782785	03/15/2021	COAST TO COAST COMPUTER PRODUCTS	01-4300		147.96
85782786	03/15/2021	DICK BLICK	01-4300		24.96
85782787	03/15/2021	FLAG HOUSE	01-4300		397.31
85782788	03/15/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		102.14
85782789	03/15/2021	INST FOR MULTI SENSORY ED LLC	01-5200		24,830.00
85782790	03/15/2021	KADER CAMP INC	01-5800		1,500.00
85782791	03/15/2021	LAKESHORE LEARNING MATERIALS	01-4300		49.87
85782792	03/15/2021	LERNER PUBLISHING GROUP INC	01-4200		92.34
85782793	03/15/2021	LIBRARY JOURNALS LLC	01-4300		82.19
85782794	03/15/2021	LOWE'S	01-4300		1,444.96
85782795	03/15/2021	MJB WELDING SUPPLY, INC.	01-4300		202.31
85782796	03/15/2021	OFFICE DEPOT	01-4300		710.02
85782797	03/15/2021	PRINT TO MAIL	01-4300		1,205.14
85782798	03/15/2021	PROJECT LEAD THE WAY INC	01-4100		619.91
85782799	03/15/2021	RAMOS OIL COMPANY	01-4300		370.34
85782800	03/15/2021	REALLY GOOD STUFF	01-4300		86.22
85782801	03/15/2021	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		10.00
85782802	03/15/2021	RIEBES AUTO PARTS	01-4300		515.26
85782803	03/15/2021	SCHOLASTIC BOOKS	01-4200		541.00
85782804	03/15/2021	TEACHER SYNERGY, LLC	01-4300		73.08
85782805	03/15/2021	TEACHERS PAY TEACHERS DEPT. 6759	01-4300		46.49
85782806	03/15/2021	USI INC	01-4300		220.74
85782807	03/15/2021	WEST MUSIC	01-4300	263.89	
			Unpaid Tax	17.84-	246.05
85782808	03/15/2021	WINSOR LEARNING, INC.	01-4300		642.96
85782809	03/15/2021	WEST COAST PAPER COMPANY	01-4300		3,624.84

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

ESCAPE [illegible]

Checks Dated 03/15/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85782810	03/15/2021	Chauvin, Betty L	01-5200		8.96
85782811	03/15/2021	APPROVED SAFE & LOCK	01-5600		414.17
85782812	03/15/2021	BACK TO LIFE AUTOMOTIVE	01-5800		635.75
85782813	03/15/2021	BK ADVENTURES INC DANCING DOG INK	01-4300		151.61
85782814	03/15/2021	CDW GOVERNMENT INC	01-4300	116.00	
			01-4400	1,180.00	
			01-5800	193.56	
			21-4300	880.35	
			21-4400	7,642.59	10,012.50
85782815	03/15/2021	DECKER EQUIPMENT	21-4300		595.42
85782816	03/15/2021	EPLUS TECHNOLOGY INC	21-4300	700.97	
			21-4400	992.69	
			21-6400	1,832.92	3,526.58
85782817	03/15/2021	GCR TIRES & SERVICE	01-4360		490.89
85782818	03/15/2021	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		296.00
85782819	03/15/2021	HMC GROUP	21-6210		20,800.00
85782820	03/15/2021	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		3,600.00
85782821	03/15/2021	OJO TECHNOLOGY INC.	21-4400		8,201.52
85782822	03/15/2021	SCHOOL FACILITY CONSULTANTS	25-5800		540.00
85782823	03/15/2021	SIERRA FOOTHILLS ACADEMY	01-5800		35,000.60
85782824	03/15/2021	SIERRA OFFICE SUPPLIES &	01-4300		43.21
85782825	03/15/2021	SPECIALIZED EDUC OF CA, INC.	01-5800		13,030.00
85782826	03/15/2021	UNIFIRST CORPORATION	01-5800		72.95
85782827	03/15/2021	WAXIE'S SANITARY SUPPLY	21-4300		156.43
85782828	03/15/2021	AIR CONTROL SERVICES, INC.	13-5600		1,805.63
85782829	03/15/2021	DANIELSEN COMPANY	13-4710		11,884.00
85782830	03/15/2021	FIERY GINGER FARM	13-4710		690.00
85782831	03/15/2021	GENERAL PRODUCE CO LTD	13-4710		626.75
85782832	03/15/2021	GOLD STAR FOODS, INC	13-4710		23,645.02
85782833	03/15/2021	WEST COAST PAPER COMPANY	13-4380		41.40
85782834	03/15/2021	Jeffery Dern	13-8634		26.75
		Total Number of Checks	97		**3,502,420.39**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	80	213,522.10
13	Cafeteria Fund	7	38,719.55
21	Building Fund #1	10	3,249,472.83
25	Capital Facilities Fund	2	723.75
	Total Number of Checks	97	3,502,438.23
	Less Unpaid Tax Liability		17.84-
	Net (Check Amount)		**3,502,420.39**

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

Checks Dated 03/08/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85781782	03/08/2021	STAPLES BUSINESS ADVANTAGE	01-4300	8,578.08	
			01-4400	2,335.36	10,913.44
85781783	03/08/2021	Hankins, Mike T	01-5200		114.00
85781784	03/08/2021	Moss, Samantha J	01-4300		25.87
85781785	03/08/2021	Mullen, Sandra J	01-5200		115.00
85781786	03/08/2021	Noonan, Jason R	01-5800		99.00
85781787	03/08/2021	Salinger, Adam P	01-4300		50.00
85781788	03/08/2021	CAMBIUM LEARNING INC	01-4300		604.60
85781789	03/08/2021	CDW GOVERNMENT INC	01-4300	533.66	
			01-5800	208.88	742.54
85781790	03/08/2021	CEV MULTIMEDIA, LTD.	01-5800		700.00
85781791	03/08/2021	DELTA WIRELESS	01-4300		1,067.14
85781792	03/08/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		121.51
85781793	03/08/2021	INKJET SUPERSTORE.COM	01-4300		80.54
85781794	03/08/2021	LAKESHORE LEARNING MATERIALS	01-4300		103.36
85781795	03/08/2021	LECTURA INC	01-4200		326.06
85781796	03/08/2021	MCMASTER CARR SUPPLY CO	01-4300		479.30
85781797	03/08/2021	MJB WELDING SUPPLY, INC.	01-4300		164.31
85781798	03/08/2021	NEARPOD INC	01-5800		1,300.00
85781799	03/08/2021	ORIENTAL TRADING COMPANY INC	01-4300		93.75
85781800	03/08/2021	PASCO SCIENTIFIC	01-4300		681.04
85781801	03/08/2021	ROCKLER WOODWORKING & HARDWARE	01-4300	86.40	
			01-4400	232.01	318.41
85781802	03/08/2021	SAFEWAY INC	01-4300		93.10
85781803	03/08/2021	SCHOOL SPECIALTY INC	01-4300		53.54
85781804	03/08/2021	USI INC	01-4300		211.23
85781805	03/08/2021	Chauvin, Betty L	01-5200		11.20
85781806	03/08/2021	Contreras, Connie	01-5200		2.47
85781807	03/08/2021	Gordon, Kelley D	01-5200		104.72
85781808	03/08/2021	Kaur, Bhawnpreet	01-5200		41.62
85781809	03/08/2021	49ER WATER SERVICES	01-5800		1,160.00
85781810	03/08/2021	AT&T BUSINESS SERVICE	01-5560		89.39
85781811	03/08/2021	BIDWELL WATER	01-4300		100.00
85781812	03/08/2021	BOTTLED WATER SUPPLY CO INC COOLER ZONE	01-4300		49.00
85781813	03/08/2021	BRIGHT START THERAPIES INC	01-5800		1,890.00
85781814	03/08/2021	BUREAU OF EDUCATION & RESEARCH	01-5200		279.00
85781815	03/08/2021	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		164.61
85781816	03/08/2021	CDW GOVERNMENT INC	01-4300		1,453.10
85781817	03/08/2021	CITRUS HEIGHTS SAW & MOWER	01-4365		340.50
85781818	03/08/2021	HILLYARD / SACRAMENTO	01-4300		450.45
85781819	03/08/2021	LOZANO SMITH LLP	01-5200		75.00

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Checks Dated 03/08/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85781820	03/08/2021	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		2,880.00
85781821	03/08/2021	MEDICAB	01-5800		4,224.00
85781822	03/08/2021	NAVIA BENEFIT SOLUTIONS	01-5800		107.35
85781823	03/08/2021	ODYSSEY LEARNING CENTER, INC.	01-5800		10,770.00
85781824	03/08/2021	PACIFIC GAS & ELECTRIC CO	01-5510	6,107.97	
			01-5530	3,345.04	9,453.01
85781825	03/08/2021	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		313.30
85781826	03/08/2021	PROPS TREE & LANDSCAPE INC	01-5600		490.00
85781827	03/08/2021	RSD - REFRIGERATION SUPPLIES	01-4300		1,292.08
85781828	03/08/2021	SANDRA ANN STEURER	01-5800		1,960.00
85781829	03/08/2021	SIERRA OFFICE SUPPLIES &	01-4300		682.75
85781830	03/08/2021	T-MOBILE USA INC	01-5903		2,485.55
85781831	03/08/2021	UNIFIRST CORPORATION	01-5800		52.88
85781832	03/08/2021	GOLD STAR FOODS, INC	13-4710		3,624.06
85781833	03/08/2021	SLIC CO-OP LEAD DISTRICT	13-5300		250.00
85781834	03/08/2021	WEST COAST PAPER COMPANY	01-4300		470.18
85781835	03/08/2021	Heather Coffer	13-8634		2.25
85781836	03/08/2021	Zachary Smith	13-8634		22.75
		Total Number of Checks	**55**		**63,748.96**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	51	59,849.90
13	Cafeteria Fund	4	3,899.06
	Total Number of Checks	**55**	63,748.96
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		**63,748.96**

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

Checks Dated 03/02/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85781071	03/02/2021	Burbage-Macaluso, Daniel T	01-4300		31.53
85781072	03/02/2021	Lacey Alarcon, Misty M	01-4300		42.01
85781073	03/02/2021	AT&T BUSINESS SERVICE	01-5560		252.76
85781074	03/02/2021	ATTAINMENT COMPANY INC	01-4300		154.91
85781075	03/02/2021	BRET A ZIPPRIAN	01-5600		210.00
85781076	03/02/2021	CAPITOL CLUTCH AND BRAKE INC	01-4365		241.19
85781077	03/02/2021	CDW GOVERNMENT INC	01-4300	621.55	
			21-6400	337.84	959.39
85781078	03/02/2021	CURRICULUM ASSOCIATES INC.	01-4100		125.80
85781079	03/02/2021	EPLUS TECHNOLOGY INC	21-4300	18,577.55	
			21-4400	26,309.32	
			21-6400	48,577.82	93,464.69
85781080	03/02/2021	HILLYARD / SACRAMENTO	01-4300		1,960.62
85781081	03/02/2021	HOME DEPOT CREDIT SERVICES	01-4300		597.43
85781082	03/02/2021	JOHN LENAKAKIS	01-5600		245.00
85781083	03/02/2021	KYOCERA	01-5600		11.02
85781084	03/02/2021	LANGUAGE LINE SERVICES	01-5800		110.58
85781085	03/02/2021	LOZANO SMITH LLP	01-5810	1,447.00	
			25-5810	6,330.10	
			49-5810	118.00	7,895.10
85781086	03/02/2021	MAGDALENA STEPIEN	01-5800		3,360.00
85781087	03/02/2021	MESA ENERGY SYSTEMS, INC dba EMCOR SERVICES MESA ANERGY	01-5600		2,377.00
85781088	03/02/2021	NANCY ALEXANDER-STORM	01-5800		5,000.00
85781089	03/02/2021	NORCAL IMAGING SYSTEMS	01-5800		1,189.00
85781090	03/02/2021	NORMAC	01-4300		527.40
85781091	03/02/2021	PACIFIC GAS & ELECTRIC CO	01-5510	23,134.72	
			01-5530	14,121.77	37,256.49
85781092	03/02/2021	PALMS AUTO SALES INC	01-6400		20,600.00
85781093	03/02/2021	PCOE - PLACER CO OFFICE OF ED	01-7142		976.95
85781094	03/02/2021	PITNEY BOWES INC	01-5600		2,187.27
85781095	03/02/2021	SHARP ARCHITECTURE, INC.	21-5800		6,280.00
85781096	03/02/2021	SIERRA OFFICE SUPPLIES &	01-4300		53.52
85781097	03/02/2021	THE SACRAMENTO BEE ADVERTISING DEPT.	25-5800		393.68
85781098	03/02/2021	TIME FOR KIDS	01-4200		507.30
85781099	03/02/2021	UNIFIRST CORPORATION	01-5800		373.58
85781100	03/02/2021	WAXIE'S SANITARY SUPPLY	01-4300		673.58
85781101	03/02/2021	WELLNESS TOGETHER	01-5800		2,400.00
85781102	03/02/2021	Keaton, Evelyn G	01-5200		25.43
85781103	03/02/2021	DANIELSEN COMPANY	13-4710		2,195.98
85781104	03/02/2021	GENERAL PRODUCE CO LTD	13-4710		830.75
85781105	03/02/2021	GOLD STAR FOODS, INC	13-4710		21,162.04
85781106	03/02/2021	WEST COAST PAPER COMPANY	01-4300	1,470.40	
			13-4380	527.35	1,997.75
85781107	03/02/2021	Christina Storm	13-8634		20.00
85781108	03/02/2021	Elizabeth Cox	13-8634		32.25

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ESCAPE CONTINUE

Checks Dated 03/02/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85781109	03/02/2021	Eric Dorris	13-8634		29.60
85781110	03/02/2021	Jennifer Bean	13-8634		64.75
85781111	03/02/2021	Kelly Andriani	13-8634		26.75
85781112	03/02/2021	Kimberly Sanders	13-8634		33.00
85781113	03/02/2021	Kristel Turko	13-8634		54.00
85781114	03/02/2021	Kristen Desimone	13-8634		13.75
85781115	03/02/2021	Lara Albornoz	13-8634		9.70
85781116	03/02/2021	Marlene Goularte	13-8634		29.75
85781117	03/02/2021	Tina Brown	13-8634		31.75
85781118	03/02/2021	Traci Bouches	13-8634		10.00
85781119	03/02/2021	Tracy Pellegrino	13-8634		34.86
85781120	03/02/2021	Chauvin, Betty L	01-5200		11.20
85781121	03/02/2021	Morgan Griffith, Daneita R	01-5200		23.29
85781122	03/02/2021	Wasley, Leslie L	01-4300		65.58
85781123	03/02/2021	AIR FILTER SUPPLY INC	01-4300		18,100.95
85781124	03/02/2021	Dave Bang Assoc Inc. of CA	01-4300		1,897.87
85781125	03/02/2021	GEARY PACIFIC SUPPLY	01-6400		6,470.87
85781126	03/02/2021	KYOCERA	01-4300	15.18	
			01-5600	5.06	20.24
85781127	03/02/2021	PLACER COUNTY AIR POLLUTION	01-5800		673.26
85781128	03/02/2021	UNIFIRST CORPORATION	01-5800		124.06
85781129	03/02/2021	Dickson, Megan L	01-4300		74.88
85781130	03/02/2021	Gandee-Harris, Holly A	01-4300		29.98
85781131	03/02/2021	Miller, Linda M	01-4300		66.80
85781132	03/02/2021	Nelson, Jennifer D	01-4300		98.34
85781133	03/02/2021	Noonan, Jason R	01-4300		20.37
85781134	03/02/2021	Rafferty, Kellie L	01-4300		65.51
85781135	03/02/2021	Rodriguez, Mark C	01-4300		99.88
85781136	03/02/2021	ALPHA FIRED ARTS	01-4300		474.52
85781137	03/02/2021	ASBURY ENVIRONMENTAL SERVICES	01-5800		638.69
85781138	03/02/2021	BARCLAY WOOD TOYS & BLOCKS INC	01-4300	603.43	
			Unpaid Tax	32.63-	570.80
85781139	03/02/2021	D & P ENTERPRISES-RESCO NV	01-4300		1,021.56
85781140	03/02/2021	DECKER EQUIPMENT	01-4300		461.01
85781141	03/02/2021	DEMCO MEDIA	01-4300		129.07
85781142	03/02/2021	ELAINE NICOLLE KRIEG	01-5800		313.85
85781143	03/02/2021	EWELL EDUCATIONAL SERVICES INC	01-5800		168.00
85781144	03/02/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		48.80
85781145	03/02/2021	GOPHER SPORT	01-4300		144.11
85781146	03/02/2021	KYOCERA	01-4300		5.36
85781147	03/02/2021	NEARPOD INC	01-5800		593.75
85781148	03/02/2021	OFFICE DEPOT	01-4300		103.91
85781149	03/02/2021	PATRICE ROSE VAN DAM	01-5200		305.02

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

ESCAPE ONLINE

Checks Dated 03/02/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85781150	03/02/2021	POSTMASTER / CCC	01-4300		55.00
85781151	03/02/2021	REALLY GOOD STUFF	01-4300		90.07
85781152	03/02/2021	SCHOOL SPECIALTY INC	01-4300		231.87
85781153	03/02/2021	SELWAY MACHINE TOOLS	01-5600		220.38
85781154	03/02/2021	TEACHER SYNERGY, LLC	01-4300		256.49
85781155	03/02/2021	TEACHERS PAY TEACHERS DEPT. 6759	01-4300		33.24
		Total Number of Checks	**85**		**250,768.49**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	66	118,770.53
13	Cafeteria Fund	17	25,106.28
21	Building Fund #1	3	100,082.53
25	Capital Facilities Fund	2	6,723.78
49	Mello Roos Capital Projects	1	118.00
	Total Number of Checks	85	250,801.12
	Less Unpaid Tax Liability		32.63-
	Net (Check Amount)		**250,768.49**

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Agreement with Excel Photographers and Western Placer Unified School District – Twelve Bridges Elementary

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Student Sales

MEETING DATE:

April 6, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Excel Photographers and Twelve Bridges Elementary School for the 2021-22 school yearbook. The services include printing and delivery of Twelve Bridges Elementary's 2021-22 yearbooks. The cost of these services will be paid with student sales.

RECOMMENDATION:

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

DocuSign Envelope ID: CEDB4F29-9401-4F75-B66E-3AF15D0A413C

Excel Photographers©
4219 S. Market Ct. Ste. N
Sacramento, CA 95834
(916) 565-1620
www.excelphotographers.com

PHOTOGRAPHY AGREEMENT WITH EXCEL PHOTOGRAPHERS

AND Twelve Bridges Elementary School

School address: 2450 Eastridge Drive District WPUSD
City: Lincoln CA, ZIP 95648
Phone: (916) 434-5201 Ext: _____
Administrator: Will Middleton Office Staff: Cindy Hood
Primary contract: Office staff X Principal: _____ Both _____ Other _____
Enrollment 650 Preschool or other programs on site _____
School database software Powerschool

It is mutually agreed that EXCEL Photographers will be the school photographer for 2021/2022

Fall picture day will be 9/8/21
Make up day picture day will be TBS
Spring picture day will be TBS
Promotion picture day will be _____
Fall pictures will be offered for sale on a Pre Paid basis in our Traditional style
Spring pictures will be offered for sale on a Pre Paid basis in our Casual style
Picture sales will be handled by payment envelopes, with internet and phone ordering available
Pictures will be delivered within 20 school days from date taken.
In the Fall EXCEL will produce _____ style class pictures.
In the Spring EXCEL will produce _____ style class pictures.
In the Spring EXCEL may produce a yearbook for the school at a 10% discount from our list prices.
A contract to produce a yearbookk will be separate from this agreement.
As consideration for allowing EXCEL Photographers to be the sole provider of photographic services, EXCELwill provide the reference list of service items from page 2 of this agreement.
Additional considerations: Excel will rebate to the school $2 for each picture package sold.

School representative DocuSigned by: [signature] Dated 3/9/21
Excel representative Chelsea Weihs E01465CB1A40431... Dated 3/9/2021
Primary customer service contact will be Chelsea Weihs or Malissa Knieriem
Primary yearbook contact for this school is Erika Hernadez
Additional contacts: _____

DocuSign Envelope ID: CEDB4F29-9401-4F75-B66E-3AF15D0A413C

SERVICE ITEMS FROM EXCEL PHOTOGRAPHERS

Excel Photographers will provide the selected items from the following list: Year 2021/2022

PHOTOGRAPHIC SERVICES

Yes Student safety card for all students
Yes Soft student body card for all students
Yes School file prints # set 1
Yes Art prints for teachers # sets 1
Yes Wallet size portrait all students
Yes Secure internet gallery for all
Yes Free picture package for staff
Yes Free pictur package for staff children
Yes Free class picture for all teachers
Yes Free staff group picture for staff
____group style _X__composite
_X__ Birthday card for all students
_X__with picture____no picture
Yes Pictorial directories #2

Yes Principal album of class pictures
_X__ All-school print tyle __X_heritage
__all school group or ____montage

STUDENT AND STAFF ID SERVICES

__X__ Staff badges with portrait name
____ Student body card laminated _____
____ Student body PVC delayed # _____
____ High5.ID Replacement ID card solution
____ High5.ID Digital ID for all
____ Library card laminated _____

___ Cafeteria card laminated
_X__ Custom cards Subistute Badges (10)
____ Barcode on cards__yes__no

DIGITAL SERVICES

Yes Administrative CD for _Powerschool__ _
Yes Yearbook PSPA for publishing with Excel
____ Library CD for _____
____ High5.ID Replacement ID card solution

EDUCATIONAL RESOURCE SERVICES

__X__ 1,000 Free awards & certificates
fill in name style
____ Award for all with portrait & name
_____
_X__ Read across America Bookmarks
_X__ Classroom posters 13 x 19 #
____ Thank you postcards #_____
_X__ District calendars # 1per class
Yes Monthly minder calendars #
Yes Desk calendars #
____ Visitor stickers #___size ___
____ PVC visitor badges #____
____ Credit for the amount $_____
that may be applied to products at
Excelphotographers.com/educational resources.

STUDENT PROMOTION SERVICES

_X___ 8.5 x 11 certificate of completion
with student picture and name for
_5__grade
___ All class promotion group picture.
___ Certificate of completion for an
additional grade with picture and
Name for $1.50 each _____
___ Generic Kinder certificates of
completion 20 cents each
____ 4 page memory folder $1.50 each
____ Reflections page $1.00 each
____ Certificate folder $1.00 ea

ADDITIONAL NOTES:
4x6 of all staff

Service list accepted by: School Rep. Initials CC Excel Rep. Initials DS CW page 2 of 2

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 Linmoore Fencing
And Iron Works 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:

RDA Funds

MEETING DATE:

April 6, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The district has contracted with Linmoore Fencing to install fencing by the bleachers at Lincoln High School. The services will include installation of 3' to 4' chain link fencing, black angle iron mounted at top to prevent climbing over on the school site. The cost for these services totals to $20,350.00 and will be paid with RDA funds.

RECOMMENDATION:

Administration recommends that the Board ratify the agreement between Linmoore Fencing and Iron Works, Inc. 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
linmoorefencing@comcast.net
www.linmoorefencing.com

Lic. #711703

Date: 3/10/2021
Contract: Western Placer Unified School District - Troy
Phone: Office 916-434-5000 / Troy 916-434-3738
Address: Lincoln High School - 790 J St. Lincoln, Ca. 95648

Description of the Project and Significant Materials: CONSTRUCTION CONTRACT

- Bleachers

Chain link -
Install approximately 370' of 3' and 4' tall galvanized chain link fencing
2 3/8" End Posts
1 7/8" Line Posts
1 5/8" Top Rail
Black angle iron mounted at top to prevent climbing

Project bid at prevailing wage

Contractor will furnish all labor, materials, equipment, supervision and contract administration complete in accordance with above specifications.

Contract Price: General Contractor shall pay Linmoore Fencing & Iron Works, Inc. the fixed sum of
$ Twenty Thousand Three Hundred Fifty 00/100' $ 20,350.00
For the work performed under this contract, subject to additions and deductions pursuant to change orders agreed upon by both parties. Payment Terms: PAID IN FULL UPON COMPLETION

Start and completion date of project are subject to size and scope of work to be performed and may vary.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

I AGREE TO ALL TERMS ON THIS PAGE AS WELL AS THE SECOND AND THIRD PAGE OF THE CONTRACT ATTACHED

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

_____ Date 3/11/21
Home Owner / General Contractor / Authorized Representative

LINMOORE FENCING and Iron Works Inc. **Lic. #711703**
7512 Watson Way
Citrus Heights, Ca 95610
(916)725-4321 Phone / (916)728-4321 Fax
linmoorefencing@comcast.net
www.linmoorefencing.com

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 3/11/24
Home Owner / General Contractor / Authorized Representative

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

LINMOORE FENCING and Iron Works Inc. **Lic. #711703**
7512 Watson Way
Citrus Heights, Ca 95610
(916)725-4321 Phone / (916)728-4321 Fax
linmoorefencing@comcast.net
www.linmoorefencing.com

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 finish 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 3/11/24
Home Owner / General Contractor / Authorized Representative

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract with Linmoore Fencing and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick CC
Assistant Superintendent of Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Routine Repair & Maintenance (RRM)

MEETING DATE:

April 06, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Linmoore Fencing. The agreement includes installation of 60' of 10' tall chain link fencing inside the Maintenance/Transportation Warehouse. The services will be paid with RRM funds and will cost $6,780.00.

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. **Lic. #711703**
7512 Watson Way
Citrus Heights, Ca 95610
(916)725-4321 Phone / (916)728-4321 Fax
info@linmoorefencing.com
www.linmoorefencingsacramento.com

Date:03/29/2021
Contract: Troy Schwartz
Phone: 916-872-0355
Address: 2701 Nicolas Road, Lincoln, CA

Description of the Project and Significant Materials: CONSTRUCTION CONTRACT

Chain Link Fencing Inside Warehouse

Install Chain Link Security Encloser

Approximately 60' of 10' tall chain link fencing
2 3/8" End Posts
1 7/8" Line Posts
1 5/8" Top Rail
W/ top rail fence enclosed to have C.L. roof post to be flanged to concrete & redheaded.

DUE TO FREQUENT HIGH PRICE INCREASES ON MATERILAS, ALL CONTRACT PRICING IS ONLY GOOD GOR 10 DAYS. CONTRACT MUST BE SIGNED WITHIN THE 10 DAY PERIOD SO WE CAN ORDER MATERIAL AND HONOR OUR PROPOSAL PRICE

All fencing installations require at least 2' minimum clear working area on each side of fence (4' total clearance). Additional charges may apply to move items in this area, clear shrubbery/trees, etc.

All pricing dependent on current steel costs. Pricing may fluctuate dependent on steel tariff

Contractor will furnish all labor, materials, equipment, supervision and contract administration complete in accordance with above specifications.

Contract Price: General Contractor shall pay Linmoore Fencing & Iron Works, Inc. the fixed sum of
$ Six Thousand Seven Hundred Eighty Dollars 00/100' $6,780.00
For the work performed under this contract, subject to additions and deductions pursuant to change orders agreed upon by both parties. Payment Terms: PAID IN FULL UPON COMPLETION

Start and completion date of project are subject to size and scope of work to be performed and may vary.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

I AGREE TO ALL TERMS ON THIS PAGE AS WELL AS THE SECOND AND THIRD PAGE OF THE CONTRACT ATTACHED

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

Carrie Carlson **Date** 3/30/21
Home Owner / General Contractor / Authorized Representative

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.

Carrie Carlson Date 3/30/21
Home Owner / General Contractor / Authorized Representative

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

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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.

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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 finish 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.

Carrie Carlson Date 3/30/21
Home Owner / General Contractor / Authorized Representative

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratify Contract between Gray Step Software and WPUSD - July 1, 2021 through June 30, 2022

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

TBHS- ASB

MEETING DATE:

April 6, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is a software license agreement with Gray Step Software for the technical support, point-of-sale, webstores, initial setup, and updates at no additional cost. The contract period is from July 1, 2021 through June 30, 2022. The details of the agreement are included in the attached software license agreement. The total cost for license agreement is $1,295 and will be funded from the Twelve Bridges High School ASB. No cost from March 12, 2021 to June 30, 2021.

RECOMMENDATION:

Administration recommends the Board ratify the software license agreement between Gray Step Software and WPUSD as noted above.

Software License Agreement

This Software License Agreement ("Agreement") is entered into between Gray Step Software, Inc. ("Licensor") and Western Placer Unified School District (Customer") on **July 1, 2021** ("Contract Date").

1. Definitions
   a. *Software.* The term "Software" shall mean the computer program in object code on the Licensor's website.
   b. *Customer.* The term "Customer" shall mean the named entities signing this agreement.
2. License
   a. *Grant of License.* Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive nontransferable license to use the Software on Licensor's Website.
   b. *Restrictions on Use.* Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) use the Software in any manner that is unlawful, or that does not conform to local, state or federal guidelines or compliance.
   c. *Modifications, Reverse Engineering.* Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer programs.
   d. *Delivery.* Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.
   e. *In General.* In consideration for the license granted by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount of $1,295 annually beginning July 1, 2021 (the "License Fee"). License Fee is based on usage for the following number of sites.

ASBWorks Accounting Software

QTY	TYPE	FEE	TOTAL
1	High School	$ 1,295	$ 1,295
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
N/A	N/A	$	$
	Total		$ 1,295

Event Tracker Software

QTY	TYPE	FEE	TOTAL
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
	Total		$ 0

Polling Works Software

QTY	TYPE	FEE	TOTAL
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
N/A	N/A	$	$
	Total		$ 0

Notes:

*No cost from March 12, 2021 to June 30, 2021

f. *Technology Fee on Webstore Transactions.* Licensor will charge webstore guests a technology convenience fee to be assessed upon checkout not to exceed $.95 per transaction.
g. *Payment Terms.* Payment in full shall be tendered within 45 days of receiving invoice from Gray Step Software, Inc.
h. *Taxes.* Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.
i. *Optional Equipment.* Optional equipment such as point of sale hardware may be purchased at standard prices located on our website at www.graystep.com.

3. Ownership
   a. *Title.* Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.
   b. *Pupil Records.* All Pupil Records obtained by the Licensor from the Customer continue to be the property of and under control of the Customer. At the Customer's request, all records will be made available by the Licensor to the Customer for the use of distribution to pupils, parents, and legal guardians at the Customer's discretion. The Licensor shall not use any information in a Pupil Record for any purposes other than those required or specifically permitted by the Software License Agreement.
   c. *Transfers.* Under no circumstances shall Customer allow access to any person or entity not named in this Agreement to Licensor's website and Software without Licensor's prior written consent.
4. Confidential Information
   a. *Confidentiality.* Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of Licensor. During the period this Agreement is in effect and at all times after its termination, Customer and its employees shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information, including information covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), provided by the other party except as necessary to carry out the terms of this contract. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect that Confidential Information, including ensuring that its employees with access to such Confidential Information have agreed in writing not to disclose the Confidential Information.
5. Use and Training
   a. *Use and Training.* Customer shall limit the use of the Software to its employees who have been appropriately trained. On-site training by Licensor may be provided for $975 per full day of training (the amount below for training is not included as part of the License Fee in Section 2 above).

QTY (DAYS)	TYPE	FEE	TOTAL
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
	Total		$ 0

Notes:

6. Warranty
   a. *Warranties.* Licensor makes no warranties with respect to the software, express or implied, including but not limited to the implied warranties of merchantability and fitness. Customer accepts the products "As Is".
7. Limitations Period

a. *Limitations Period.* No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

8. No Consequential Damages
   a. *No Consequential Damages.* Licensor shall not be liable to Customer for indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement.
9. Limitation on Recovery
   a. *Limitation on Recovery.* Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.
10. Term and Termination
   a. *Effective Date.* This Agreement and the license granted hereunder shall take effect on July 1, 2021 .
   b. *Annual Renewal.* This Agreement shall automatically renew July 1, 2022 for an annual fee of $1,295 per year and each subsequent year, unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary date of this Agreement.
   c. *Termination.* Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or (ii) Upon a party giving thirty (30) day notice of its intent to terminate this Agreement prior to the anniversary date of this Agreement. Additionally, upon the Customer's request, the Licensor agrees that a Pupil's Records shall not be retained or available to the Licensor upon completion of the terms of the Agreement, or upon its termination.
11. Assignment
   a. *Assignment.* Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.
12. Force Majeure
   a. *Force Majeure.* Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.
13. Notices
   a. *Notices.* All notices under this Agreement are to be delivered by (i) depositing the notice in the mail, using registered mail, return receipt requested, addressed to the address below or to any other address as the party may designate by providing notice, (ii) overnight delivery service addressed to the address below or to any other address as the party may designate by providing notice, or (iii) hand delivery to the individual designated below or to any other individual as the party may designate by providing notice. The notice shall be deemed delivered (i) if by registered mail, four (4) days after the notice's deposit in the mail, (ii) if by overnight delivery service, on the day of delivery, and (iii) if by hand delivery, on the date of hand delivery.

Licensor	Customer
Gray Step Software, Inc. PO Box 4408 El Dorado Hills, CA 95762	Western Placer Unified School District 600 Sixth Street Lincoln, CA 95648

14. General Provisions

a. *Complete Agreement.* The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.
b. *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.
c. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
d. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
e. *Governing Law.* This Agreement and performance hereunder shall be governed by the laws of the State of California. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the State of California.
f. *Compliance.* The Customer agrees to work with the Licensor to ensure compliance with FERPA and other applicable student data privacy laws. To meet compliance with COPPA (Children's Online Privacy Protection Act), Licensor software may only be accessed by individuals 13 years and older. Further privacy information can be obtained at www.graystep.com.
g. *Data Security.* The Licensor maintains procedures to ensure the security and confidentiality of all pupil records, including but not limited to designing and training appropriate individuals on ensuring the security and confidentiality of pupil records. Such procedures include password protection, HTTPS protocol for data encryption, and secured redundant backups and mirrored drives. Licensor servers are located in a secure location that requires card key access and two-factor biometric authentication. Our server facility is guarded 24 hours per day, 7 days a week both on the interior and exterior of the facility, including cameras and personnel. In the event of an unauthorized disclosure of a Pupil's Records, the Licensor shall report said unauthorized disclosure to the Customer.
h. *Independent Contractor.* Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.
i. *Counterparts.* This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.
j. *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Licensor:	Customer:
	Carrie Carlson
Signature	Signature
Brian Cichella	Carrie Carlson
Name	Name
President	Director of Business Svcs.
Title	Title
	3/16/21
Date	Date

Western Placer Unified School District
600 Sixth Street
Lincoln, CA 95648

March 12, 2021

Western Placer Unified School District Proposal for ASBWorks

Gray Step Software, Inc. proposes the following:

1 Western Placer USD 1 HS, annual subscription	$1,295
Total Proposed:	$1,295

*No cost from March 12, 2021 to June 30, 2021

Credit Card breakdown:

- 2.99% transaction fee (can be pushed onto parent online)
- $0.95 per transaction via webstore paid by purchaser

Optional:

- $350 online training (1 to 4 Hours)

*Annual subscription includes technical support, point-of-sale, webstores, initial setup, and updates at no additional cost.

This offer applies to Western Placer Unified School District

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract with Phantom Fireworks and Western Placer Unified School District – 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:

LHS – Girls Softball & Boys Volleyball Fundraising

MEETING DATE:

April 6, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Phantom Fireworks and Western Placer Unified School District/Lincoln High School (LHS) for the 2020-21 school year as a fundraiser for Girls Softball and Boys Volleyball. The services provide LHS with a 24 ft. fireworks stand at the First Street and Lincoln Blvd. location. The cost of services is $490.00 and will be paid with Girls Softball & Boys Volleyball Fundraising.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Phantom Fireworks and Western Placer Unified School District/ Lincoln High School.

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Phantom Fireworks Western Region, LLC ◆ Hereinafter referred to as "Phantom" ◆
Distributors of Phantom© Brand and Wolf Pack© Brand Fireworks

8341 Demetre Avenue ◆ Sacramento, California 95828 ◆ (916) 388-1479, (800) 554-8955 ◆ FX (916) 388-1476

FIREWORKS STAND LICENSE AND SUPPLY AGREEMENT 2021

ACCOUNT NAME & GROUP INFORMATION		
Acct Name: Western Placer Unified School District		Account#: 601632
Mailing Address: 600 6th Street	City, State, Zip: Lincoln, CA 95648	
CONTACT FOR CORRESPONDENCE / BILLING INFORMATION		
Contact Name: Donna Tofft	HM#: 916-871-3655	WK#:
Mailing Address: 790 J St.	MB#:	FX#:
City, State, Zip: Lincoln, CA 95648	EMAIL: dtofft@wpusd.org	
Treasurer/Alternate: Audrey Kilpatrick (Assistant Superintendent of Business & Operations)	Alternate's PH#: 916-645-6387 Alternate's Email: akilpatrick@wpusd.org	
FIREWORKS STAND	**STATE APPLICATION**	**NOTE**
Stand Location: Zebra Town Liquor	County: Placer	% of Retail to be Billed = 50%
Stand Address: 102 G St	Ordinance: Lincoln	
City, State, Zip: Lincoln, CA 95648	Filing Deadline: April	

EXPENSE ITEMS	UNIT OR ACTUAL COSTS	ACCOUNT OBTAINS	COMPANY OBTAINS & CHGS	INTERNAL USE ONLY	
STATE LICENSE	$50.00		$50.00	ACCT INFO	VERIFIED:
CITY / COUNTY PERMITS		XX			ENTERED:
FIRE INSPECTION				OP CHGS	ENTERED:
TASK FORCE					ORDER #:
Insurance Extension/Admin Fee			3% RETAIL		
LOCATION RENTAL		PO			INVOICE #:
STAND SERVICE ☐16' ☒24' ☐32' WINGS ☒Y ☐N	$310.00		$310.00	VIP MERCH	ORDER #:
FIRE EXTINGUISHER SERVICE ☐PO ☐1 ☒2 ☐ OTHER	$15.00	☐PO ☐DC ☒H20	$30.00		INVOICE #:
BROCHURES / SALES AIDS	$25.00		$25.00	ORIG	ORDER #:
INITIAL DELIVERY CHARGE	$75.00		$75.00		INVOICE #:

Phantom Fireworks© will attempt to provide the contracting entity set out above (herein referred to as the "Stand Operator") with the stand location listed above. Phantom Fireworks© will also attempt to maintain the same cost for the location rental and fees as listed above. However, agreements with property owners and actions of authorities may cause the stand location and/or the location rental cost and/or fees for the Stand Operator to change. The Stand Operator understands and acknowledges that the stand location and/or location rental cost and/or fees are subject to change. Phantom Fireworks© and the Stand Operator together agree to be legally bound and obligated for the above noted fireworks season in accordance with all of the terms and conditions contained on exhibit A attached hereto.

DocuSigned by:
Audrey Kilpatrick 3/10/2021
Authorized Signature Date

Account Manager Signature Date

Audrey Kilpatrick 3/10/2021
Please Print Name of Signatory Date

Regional Manager Signature Date

EXHIBIT A TO FIREWORKS STAND LICENSE & SUPPLY AGREEMENT

PHANTOM FIREWORKS ("Phantom") SHALL:
1. Provide the Stand Operator ("Operator") with information on procedures, marketing strategies, sales aids and signs to facilitate the sale of the state legal consumer fireworks and novelties ("goods"); and permit the Operator to use the Phantom name and sales techniques as an independent contractor.
2. If necessary, use its best efforts to provide a location, if available, for selling the goods; to attempt to provide an alternate location if necessary. Site costs, beyond the control of Phantom, may increase before the next selling season begins.
3. Supply a stock of high quality goods; maintain goods to fill reorders; and use its best efforts to fill all reorders based on availability of goods. Assist, if necessary, in securing licenses, permits, etc. Provide liability insurance, and product liability insurance, as an additional insured, but not theft insurance. Operator is responsible for loss of goods and supplies by theft or negligence.
4. Accept all returnable goods for full credit no later than 72 hours after the close of the sales period (the "return date"), unless another return date is approved by Phantom. Marked or damaged goods will not be accepted for return.
5. Provide a statement showing all transactions after the goods are returned to, and inventoried by, Phantom.

The STAND OPERATOR ("Operator") SHALL:

1. Purchase all goods directly from Phantom for the duration of this agreement and be responsible for all goods received until paid for or returned. The Operator shall only sell state legal goods. The sale of illegal fireworks or goods from other suppliers will void the insurance, and Phantom may terminate this agreement and close the sales venue. In such event, Operator will pay for all goods sold to date of termination, plus all related expenses, and return all unsold goods. Any discrepancy in inventory delivered by Phantom must be noted by the driver on the bill of lading, and also on the overage/shortage sheet within 24 hours of delivery and given to the designated Phantom representative. Discrepancy claims will not be honored after 24 hours from delivery.

2. Be responsible for obtaining license/permits from all licensing entities, and provide copies of same to Phantom before the sales begin. Obtain a sales tax permit where required; collect and pay sales and other required taxes; and provide Phantom with the tax registration number.

3. Protect the goods under the Operator's control from damage and theft.

4. Inventory and carefully pack all goods for return, and deliver the goods to Phantom within the return time. A $50.00 late fee shall be paid on any goods returned after the return date. A finance charge of ONE AND ONE HALF PERCENT (1½%) per month shall be paid on accounts not paid in full by the return date. Operator will pay reasonable costs of collection, attorney's fees and court costs, which will bear interest from the date incurred. Amounts due for product are based on discounted picking ticket pricing.

5. Operator acknowledges that a person or persons designated by Operator's group has completed hazmat training and agrees to follow all rules and regulations regarding the transportation of 1.4G consumer fireworks.

6. Appropriately maintain the stand/tent, equipment and selling site during the contract term and be responsible for damage to same based on full replacement value. Provide TWENTY -FOUR (24) hour security if required by local law. Remove all garbage daily; remove possessions and deliver the stand/tent site to Phantom at the end of the contract term clean and in good repair. Failure could result in a charge of a $100.00 clean-up fee.

7. Be in compliance with local, state and federal laws governing the operation of the stand/tent, storage and sale of the goods.

8. Prohibit all forms of smoking, possession of flammable materials, flame producing devices, alcoholic beverages or intoxicating drugs in, on or near the stand/tent and selling site. Prohibit anyone from sleeping or camping in or at the sales location, unless approved by Phantom.

9. Indemnify and hold Phantom harmless from any liability and damages relating to the operation of the sales venue and/or the failure to follow any laws or this agreement. Prohibit any person under the state or local minimum age to work in the stand/tent. Operator acknowledges its independent contractor status, and nothing in this agreement shall be construed to create an Employer/Employee relationship between Phantom and Operator. Operator shall be responsible for hiring, paying and providing appropriate worker's compensation coverage for all workers associated with the operation of Operator's business.

10. Follow Phantom's procedures; be responsible for the Discounted Picking Ticket Pricing of the goods; and make daily deposits or otherwise protect the funds.

11. Open the stand/tent and remain open, as allowed by local law, from June 28 - June 30 (10:00 a.m. to 10:00 p.m.) and from July 1- July 4 (9:00 a.m. to midnight), or the maximum dates and times specified by local ordinance.

12. Protect and not disclose Phantom's confidential and proprietary information (such as inventory and advertising strategies, site selection criteria, etc.); and prevent any copying or disclosure of same by anyone.

13. In the event the Stand Operator cancels and fails to operate the stand/tent, Operator shall be liable to Phantom for all fees advanced by Phantom in preparation for operation of the stand/tent that is the subject of this agreement as well as for any out-of-pocket expenses incurred by Phantom and/or the Stand Operator for the stand/tent location, including, but not limited, to state fees, property rent, fire inspection fees, etc.

14. The Operator represents to Phantom that it is not under any contractual obligation ("contract") to any third party to operate a fireworks stand this season for said other third party. The Operator agrees to indemnify and hold Phantom harmless from any liability related to any such third party claims or lawsuits alleging that Phantom in any manner whatsoever interfered with or affected such contract.

15. Operator agrees that in the event Operator is obligated under an existing contract to another fireworks vendor for the year or years Operator has agreed to operate with Phantom, the agreement will be applied to the first available year or years that the Operator's contract with the other vendor expires.

16. In any action or proceeding to enforce, interpret or declare rights under this Agreement, the prevailing party shall be entitle to its reasonable attorney's fees, costs of suit and litigation expenses.

17. The undersigned is authorized to sign this agreement for the specified fireworks season/seasons on behalf of the Operator.

18. Operator shall not withhold any funds from Phantom for any reason. Phantom's acceptance of less than the full amount of any payment due from Operator shall not be deemed an accord and satisfaction or compromise of such payment, unless Phantom specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise.

3/10/2021	DocuSigned by: Audrey Kilpatrick E76F2834A1DB45A...	Asst. Supt. Business & Operations
Date	Authorized Signature	Title

Account Name

Revised 03/2016

DocuSign Envelope ID: 779B68D9-2A59-414E-BAB5-04E38593887F

Phantom Fireworks Western Region, LLC

Distributors of Phantom and Wolf Pack Brand Fireworks
8341 Demetre Ave., Sacramento, CA 95828 ▪ Toll Free: 800-554-8955 ▪ Fax: 916-388-1476

TEMPORARY SALES VENUE GUARANTEE

For value received, the undersigned hereby guarantees and agrees to act as surety to Phantom Fireworks Western Region LLC dba Phantom Fireworks (hereinafter "Phantom") for the full and faithful performance and payment by the following organization (hereinafter "Stand Operator):

Western Placer Unified School District
Stand Operator

102 G St., Lincoln, CA 95648
Location (or alternate location, if necessary)

2021
Season

of all obligations by the Stand Operator owed to Phantom in connection with the operation of a temporary consumer fireworks sales venue, including, but not limited to, amounts owed (1) on account of and any temporary sales venue lease agreement, (2) on account of any merchandise purchased by and/or delivered to the Stand Operator, (3) and any and all other amounts owed to Phantom by the Stand Operator.

The undersigned acknowledges that this guarantee is absolute and unconditional, and in the event that more than one individual signs this guarantee, the liability of each signator is joint and several.

DocuSigned by:
Audrey Kilpatrick
E76F2634ADB45A...

Guarantor Signature	Date	Guarantor Signature	Date
	3/10/2021		
Audrey Kilpatrick			
Print Name		Print Name	
600 6th Street Suite 400			
Address		Address	
Lincoln			
City, State, Zip		City, State, Zip	
ca 95648	916-645-6350		
Social Security Number	Phone	Social Security Number	Phone
WPUSD	akilpatrick@wpusd.org		
Place of Employment	Email	Place of Employment	Email

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Agreement with Celebrations and 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:

Lincoln High School Site Funds

MEETING DATE:

April 6, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Celebrations and Lincoln High School. The service will include delivery and pick up of 1100 chairs, 66 stageskirts and 15 stage sections to be used for the graduation performance. The graduation will be held on June 11, 2021. The cost of these services is $2,888.12 and will be paid with LHS site discretionary funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Celebrations and Lincoln High School.

Celebrations
Tents • Event Rentals • Linens
8845 Washington Blvd. - Suite 140
Roseville, CA 95678
www.CelebrationsPartyRentals.com
916-773-2133 Phone
916-773-4112 Fax

Status: Reservation
Contract #: 120808-1

Event Beg: Fri 6/11/2021 9:00AM
Event End: Sat 6/12/2021 5:00PM
Operator: Kalene Trottier
Terms: Net 30

Customer #: 489

Lincoln High School Phone 916-645-6360
790 J Street
Lincoln, CA 95648

Job Descr: Graduation
PO #: PO21-00463

Ordered By: Connie Brown 916 543-3473

Delivery Fri 6/11/2021 9:00AM - 12:00PM
Lenny 916-289-2100
Lincoln High School
790 J Street
Lincoln, CA 95648

Pickup Sat 6/12/2021 11:00AM - 1:00PM
Lenny 916-289-2100
Lincoln High School
790 J Street
Lincoln, CA 95648

Grad from 9am - 10:30 am on 6.12.21

Name of manager who approved pick up:: Lisa

Qty	Items	Status	Each	Price
1100	CHAIR - SAMSONITE - WHITE	Reserved	$1.215	$1,336.50
66	STAGESKIRT - BLACK - 16"	Reserved	$1.125	$74.25
15	STAGE SECTION - 3'X6' - 16" HT	Reserved	$27.00	$405.00
	*Size: 15'x18' *Skirt (y/n): y *Step (y/n): y *SURFACE MUST BE LEVEL!! What type of surface will install be on?: TBD Stage MUST be installed on LEVEL surfaces. Celebrations will NOT shim or level ground surface on installation.			
2	STAGE - STEP NO RAIL -16"-24"- METAL FR No handrail	Reserved	$24.75	$49.50
1	DELIVERY - LINCOLN - IMMEDIATE TOWN OF	Selling	$45.00	$45.00
1	DELIVERY - TIMED SATURDAY - PICK UP	Selling	$150.00	$150.00
1100	SET-UP/TEAR DOWN - SAMSONITES	Selling	$0.60	$660.00

Please note: Changes on your order are subject to additional fees. Please see our Statement of Rental Policies for a complete list of Rental Policies: https://www.celebrationspartyrentals.com/company-info/policies/

YOU ARE IN CHARGE OF SET-UP AND TEAR DOWN UNLESS ARRANGED IN ADVANCE.
SET-UP AND TEAR DOWN ARE CHARGED SEPARATELY.
ITEMS SHOULD BE STACKED AND PACKAGED IN THE SAME MANNER AND LOCATION IN WHICH THEY WERE DELIVERED.

PLEASE NOTE: TENTING ITEMS, DANCE FLOOR AND STAGING INCLUDE SET-UP AND TEAR DOWN BY CELEBRATIONS.

Rental Contract

This is a contract. This contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These TERMS AND CONDITIONS are a part of this contract – READ THEM!

I certify that I have read and agree to all terms of this contract and agree to the Terms and Conditions.

Rental w/ 10% Disc:	$1,865.25
Damage Waiver:	$167.87
Sales:	$660.00
Delivery Charge:	$195.00
Subtotal:	$2,888.12
Total:	$2,888.12
Paid:	$0.00
Amount Due:	$2,888.12

Signature: Carrie L Carlson

Lincoln High School

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students 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 ePlus and Western Placer Unified School District – 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:

Federal ESSER II

MEETING DATE:

April 6, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is to add WIFI to Lincoln High School Stadium. This contract will cost $5,812.48 and will be paid with Federal ESSER II Funds.

RECOMMENDATION:

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

ePlus

Customer Name: WESTERN PLACER UNIFIED SCHOOL DISTRICT
Quote No: 22626226
Quote Name: HPE Aruba - Football Field
Quotation Date: 03/12/2021

Sales Support Contact: SABRINA JORDAN
Sales Support Phone: 949-930-7366
Sales Support Email: SABRINA.JORDAN@EPLUS.COM
Account Executive: Brittani Neff
Account Executive Phone:
Account Executive Email: brneff@eplus.com

Customer PO No:
Order No:
Expiration Date: 04/11/2021

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
			Football Field			
001	R0K14A	HPE	ARUBA AP-387 US 5/60 GHZ OUTDR RADIO	2	765.50	1,531.00
002	R6W11A	HPE	AP-270-MNT-H3 270 SERIES MT KIT	2	59.56	119.12
003	JW700A	HPE	ARUBA PD-9001GO-NA 1P 802.3AT NA MIDSPAN	1	266.74	266.74
004	JW124A	HPE	ARUBA AC PWR CORD NORTH AMERICA	1	1.84	1.84
005	R4H18A	HPE	ARUBA AP-575 US OUTDOOR 11AX AP PL-VL	2	803.88	1,607.76
006	JW053A	HPE	ARUBA AP-270-MNT-V2 270 SERIES MOUNT KIT	2	49.34	98.68
007	JL725A#ABA	HPE	ARUBA 6200F 24G CL4 4SFP+ 370W SWCH	1	1,517.44	1,517.44
008	JZ017AAE	HPE	ARUBA CENTRAL 5YR E-RATE BDL E-STU	5	133.98	669.90
Totals						5,812.48

Shipping:
Packing:

Sub Total (USD):	**5,812.48**
Tax (USD):	**TBD if Applicable**
Shp&Hnd (USD):	**TBD**
Total (USD):	**5,812.48**

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Thank you for your inquiry. Recent US govt tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Please confirm pricing prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for

many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance	Bill To	Ship To
Signature: _____	WESTERN PLACER UNIFIED SCHOOL	WESTERN PLACER UNIFIED SCHOOL
Name: Audrey Kilpatrick	600 6TH STREET STE 400	600 6TH STREET STE 400
Title: Asst Supt of Business Svs and Operations		LINCOLN CA 95648
Date: 3/22/21	LINCOLN CA 95648	UNITED STATES
Customer PO #: _____	UNITED STATES	
	ACCOUNTS PAYABLE	

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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2. **Foster a safe, caring environment where individual differences are valued and respected.**
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Ratification of Contract with TNT Fireworks and 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:

LHS Football ASB

MEETING DATE:

April 06, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with TNT Fireworks and Lincoln High School for the 2021-22 school year. The services provide Lincoln High School with a 24 ft. fireworks stand at the Raley's Sterling Point location. The cost of these services is $2,404.44 and will be paid with LHS football ASB.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between TNT Fireworks and Lincoln High School.

CONTRACT AGREEMENT TNT FIREWORKS®

Southern California: 555 N. Gilbert St., Fullerton, CA 92833 (714) 738-1002
Northern California: 8151 Power Ridge Rd., Sacramento, CA 95826 (800) 905-8594
Central California: 2945 S. Elm Ave., Fresno, CA 93706 (559) 252-5391
Las Vegas, Nevada: 7000 Las Vegas Blvd. North Gate #9, Las Vegas, NV 89115 (702) 453-7750

Date: 2/24/20 Program: TNT FIREWORKS
Fire Waiver: 3.0 % Liability: 3.0 % Discount: 50 %

Account Name: WPUSD LINCOLN HS FOOTBALL
Account No: 1664255 Location No: CNM2215

Chair: CHRIS BEAN
Location Name: RALEYS

Address: 790 J STREET
* Address: 39 LINCOLN BLVD.

City, State, Zip: LINCOLN, CA 95648
Intersection: LINCOLN BLVD & STERLING PARKWAY

E-Mail: LINCOLNZEBRASFOOTBALL@GMAIL.COM
City, State, Zip: LINCOLN, CA

Telephone: (C) (W) (H)

Co-Chair:
Sales Period: JULY 2021

Address:
Sales Assoc.: Aaron Crawford Assoc. No.: 531

City, State, Zip:
E-Mail:

Telephone: (C) (W) (H)

The Account agrees to participate in the TNT credit card program using _____device(s) with an estimated rental of $ _____ per device and an estimated processing fee _____ % of all credit card sales. Credit Card Agreement to follow. _____ (initial)

ESTIMATED EXPENSES:

ITEM DESCRIPTION	AMOUNT EACH		BILL TO ACCOUNT
ADVERTISING / COUPONS	1	0.00	50.00
24' Stand Service Fee	1	0.00	375.00
FIRE EXTINGUISHER RENTAL	3	0.00	73.50
SFM License	1	0.00	50.00
Location Rent	1	0.00	1750.00
DELIVERY CHARGE	1	0.00	75.00
STAND SERVICE SALES TAX	1	0.00	30.94

*** ____(initial) American Promotional Events, Inc. will attempt to provide Account with the stand location listed above. American Promotional Events, Inc. will also attempt to maintain the same cost for location rental as listed above. However, agreements with property owners may cause the stand location and/or the location rental cost for Account to change. Account understands that the stand location and/or location rental cost is subject to change.**

AMERICAN PROMOTIONAL EVENTS, INC. (HEREAFTER, "AMERICAN"), AGREES TO PROVIDE ACCOUNT WITH THE FOLLOWING SERVICES:

1. Maintain adequate warehouse of highest quality fireworks that existing facilities and conditions permit, maintain supply point to provide orders and reorders, and have available sales aids and signs.
2. Assist if necessary in securing licenses, permits, etc., provide liability insurance as a percentage of invoice. No insurance refunded on return of merchandise.
3. Provide a waiver of the cost of any merchandise in Account's possession lost due to fire. The cost of the fire waiver will be charged as a percentage of invoice. Fire waiver cost is not refundable on returns.
4. Allow Account to return on or before July 9th, all unsold/unmarked merchandise in full unit quantities. Assortments are returnable individually for full credit.

BY SIGNING THIS CONTRACT ACCOUNT AGREES TO THE FOLLOWING:

1. Account will purchase their entire supply of (UNO336) Consumer Fireworks from AMERICAN for the selling season as specified. Account understands that retailing products from other suppliers will void the insurance coverage provided.
2. Account will protect the merchandise from damage (such as water damage) and theft for the time that it is in its possession. This is for Account's protection as it is responsible for merchandise from the time it is delivered until it is returned to AMERICAN and signed for. Account shall report any shortages within 24 hours.
3. Account shall abide by all state and local ordinances, laws and regulations governing the sale of fireworks and the operation of its stand.
4. Account will inventory and pack carefully all goods that are allowed to be returned for credit, and return them to AMERICAN no later than July 9th.
   A Late Return Fee of $50.00 will be charged for any merchandise returned after July 9th.
5. *** ____(initial) Account is responsible for obtaining a Sales Tax Permit where required, collecting and paying the required taxes. Account will also provide AMERICAN with the tax registration number prior to shipment of merchandise.**
6. *** ____(initial) Account shall be soley responsible for the maintenance and appearance of the selling site throughout the selling period and shall remove all litter and possessions prior to the end of selling season. Failure to comply with this provision could result in Account being charged a removal fee of $200.00 and possibly the loss of any bond from the local authority.**
7. Account shall be responsible for performing under any performance bond posted by AMERICAN for Account as required by local authority.
8. *** ____(initial) Account shall pay the full invoice amount covering the initial order to AMERICAN no later than July 5th. A LATE PAYMENT FEE OF 2% OF THE OUTSTANDING BALANCE WILL BE CHARGED IF ACCOUNT HAS NOT BEEN PAID THE INITIAL INVOICE BY JULY 5th. The balance owing to AMERICAN is due within 10 days of date of statement. If a balance due from Account is placed in the hands of an attorney for collection, reasonable attorney fees and court cost will be added to the balance due.**
9. This contract is contingent upon Account having all past due balances in good standing by August 15th of the year preceding the sales period.
10. Account shall pay AMERICAN all city/county filing fees and full location rental fee if Account fails to perform under this contract, in addition to any other expenses AMERICAN may recover.
11. *** ____(initial)** This contract is the entire agreement between AMERICAN and Account supersedes any verbal agreements. Any modifications of this contract must be in writing and signed by AMERICAN and Account.

THIS CONTRACT VALID WHEN SIGNED BY A REPRESENTATIVE OF AMERICAN AND APPROVED BY THE HOME OFFICE.

Aaron Crawford — AMERICAN Sales Associate — 2-1-2021 — Date
_____ — Authorized Agent for Account — 3/23/21 — Date
_____ — AMERICAN Home Office Rep. — Date
Audrey K. Kilpatrick — Authorized Agent for Account - Please Print Name

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By signing this contract I acknowledge that I am authorized by the Account to sign this Agreement for the fireworks season listed above.

CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY): 11/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Everest Indemnity Insurance Company — 10851
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 12345295 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	N	SI8GL00242-201	11/1/2020	11/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: The property located at Raley's Sterling Point, 39 Lincoln Boulevard, Lincoln, CA 95648 (Loc# CNM2215). Lincoln H.S. Football / Lincoln High School / Western Placer Unified School District / Lincoln Fire Department / City of Lincoln and/or volunteers / The above listed are Additional Insured with respect to the General Liability Policy as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

12345295
Western Placer Unified School District
600 Sixth Street
Suite 400
Lincoln CA 95648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Western Placer Unified School District 600 Sixth Street Suite 400 Lincoln, CA 95948

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Delta Wireless, Inc. for Radio Programming Services

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

SIG Safety Grant

MEETING DATE:

April 6, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for radio programming services for WPUSD. This contract includes programming of the Twelve Bridges High School radio codeplug into the DTR series and programming the District Superintendent, Admin, yard duty, and maintenance channels as well. This contract will cost $7,545.04 and will be paid with SIG Safety Grant.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Delta Wireless, Inc. and Western Placer Unified School District.

Project Number: 154001396

DELTA
WIRELESS, INC

Delta Wireless Inc
1170 National Drive, Ste 60
Sacramento, CA 95834
Phone: 916-928-1200 Fax: 916-928-6062
Contract Lic: 748224 Tax ID: 680371097

SALES QUOTE

Bill To
Western Placer USD
600 Sixth Street
Fourth Floor, Suite 400
Lincoln, CA 95648
Chareen Lauritzen
916-434-5255x101
916-434-5240
clauritzen@wpusd.org

Dates
Quote Issued 03/23/2021
Customer P.O.

Product/Service Name	Quantity	Unit Price	Extended	
New Radio Programming (Taxable)	20	$25.00	$500.00	T
DTR700 1W 900 MHZ 50CH Portable Radio	20	$325.00	$6,500.00	T
FREIGHT	1	$35.00	$35.00	T

SCOPE OF WORK:
Delta Wireless to provide above stated equipment. DWI to program for a new High School. Same talk group configuration as other schools, but all new Id's. John to deliver.

01.9645.0.4350.00.1110 ,3900.011. 00,000.00

Charges:	$0.00
Subtotal:	$6,535.00
Tax:	$510.04
Labor:	$500.00
TOTAL :	$7,545.04

Sales/Offered By: John Howard
Title: Sr. Communications Consultant
Phone Number: 916-928-1200
Engineered By (Initials):

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for days after receipt

DELTA
WIRELESS, INC

Project Number: 154001396

TERMS and Conditions

Customer		Dates
Name Western Placer USD	**Project** 154001396	Quote Issued 03/23/2021
Contact Chareen Lauritzen	**Phone** 916-434-5255x101	Customer P.O.

TERMS AND CONDITIONS (Initial And Accept or Deny in the places provided)

1) **Installation contract:** This quote is based upon detailed information provided to Delta Wireless, Inc. by the quoted customer. Signing this quote formally constitutes a signed contract for products and services between Delta Wireless, Inc. and the customer. ____ Initial

2) **Adds, moves and changes** to the scope of work described within this quote must result in a written change order signed by both parties, prior to the re-ordering or reconfiguration of any product or service provided on this quote. ____ Initial

3) **Remobilization** charges (depending on distance) will be added to this quote if the vehicle and/or site are not available at the time and place scheduled with the customer, or is not in the condition or configuration described by the customer. ____ Initial

4) **Used equipment** will be installed at the customer's own risk. Appearance and performance will not be improved by installation. Customers have the responsibility to inform Delta of equipment deficiencies prior to installation. Delta will be glad to provide a quote for the repair and/or replacement of any equipment. ____ Initial

5) **Work Delay:** Installation will begin only after all equipment to be installed is physically on hand and ready for installation. A delay in the work schedule may occur if the customer requests "Adds, moves or changes" to this quotation or if a previously unknown or undisclosed condition is discovered during installation that alters the work required. If a "change order" results, a minimum of one hour may be charged and/or travel time assessed for the remobilization of labor on the project. ____ Initial

6) **Restocking and freight:** A 25 % restocking fee will be added to the change order for any product returned by Delta, on the customer's behalf. If the equipment has already been installed and the product cannot be returned to the manufacturer, the customer must pay in full. Additional freight charges, if required, will be added to the change order. ____ Initial

7) **Payment for equipment due upon receipt of equipment.** ____ Initial

8) **Labor payment due upon completion of contract.**

9) **Labor warranty 30 days.** Does not cover labor required to troubleshoot and repair/replace defective equipment. ____ Initial

10)) **Video system extended labor warranty:** Delta offers an extended labor warranty to bridge the gap between the video equipment manufacturer's parts warranty and the cost of triage, analyzing, tracking, shipping, interfacing with the manufacturer, re-installing and testing the repaired video equipment. Each system is specific and unique requiring a quote. Please contact Delta Wireless at the number above. ☒ Accept ☐ Decline ____ Initial

11) **Equipment warranty:** Manufacturer's warranty applies. All labor to troubleshoot, reprogram, and reinstall equipment will not be included in the warranty. Freight charges to the manufacturer will not be included. ____ Initial

12) **Non-Solicitation:** Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless employees to leave their employment or terminate their contracts or take away such employees; (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity; (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless for the customer or any other person or entity. ____ Initial

13) **Integration:** Delta has provided a diligent work effort to identify the complexity, reliability and compatibility of the integration required within the system design of this surveillance video solution. Manufacturers differ on their understanding, interpretation and documentation level of their equipment and software. Therefore, Delta is not liable for the written or verbal information provided to Delta and presented to our clients through manufacturers, vendors and suppliers while integrating existing or future equipment and/or systems. Change orders may occur when these factors result in additional labor hours, or if additional equipment or software is required to provide the level of integration desired or to remedy a situation caused by the integrated product. ____ Initial

14) **Server warranty:** Any attempt to alter software configuration or settings after server installation by other than Delta Wireless may void the server warranty and result in additional billing to restore proper system operation. An extended warranty through a Service Level Agreement (SLA) is available Call Delta Wireless for a quote. ☒ Accept ☐ Decline ____ Initial

15) **Environmental limitations of video:** Variations in video quality due to changes in sun position, weather, lighting or housing cleanliness are a function of equipment limitations and are not a responsibility of Delta Wireless. Manufacturer's warranty provides for component repair at a Depot only and does not cover troubleshooting labor, shipping costs or restoration labor charges. No maintenance, warranty labor or shipping cost is provided by this installation agreement unless the customer purchases an extended labor warranty from Delta Wireless. ____ Initial

16) **Interference:** Interference to licensed or unlicensed frequencies are not the responsibility of Delta Wireless. ____ Initial

CUSTOMER SIGNATURE CONSTITUTES AGREEMENT WITH DELTA WIRELESS AND NETWORK SOLUTIONS TERMS AND CONDITIONS

QUOTE AND TERMS ACCEPTED BY: _____ Date: 3/22/21

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:

Approve Resolution #20/21.26 for Twelve Bridges High School ASB Account at Umpqua Bank

AGENDA ITEM AREA:

Action

REQUESTED BY:

Audrey Kilpatrick, Assistant Superintendent of Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

ASB Funds

MEETING DATE:

April 6, 2021

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Associated Student Body (ASB) funds are maintained separately from general district funds. With the opening of Twelve Bridges High School in 2021-22, they will need to have a separate account for ASB funds. The attached Resolution is required to open and maintain a checking account and to establish District employees as authorized signers on the account.

RECOMMENDATION:

Approve Resolution No. 20/21.26 to authorize the opening of a new checking account at Umpqua Bank for Student Body Accounts of Twelve Bridges High School.

Western Placer Unified
School District

RESOLUTION NO.
20/21.26

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AUTHORIZING DESIGNATED DISTRICT OFFICIAL TO OPEN, MAINTAIN AND MAKE TRANSACTIONS TO A BANK ACCOUNT DEDICATED TO STUDENT BODY ACCOUNTS OF TWELVE BRIDGES HIGH SCHOOL.

WHEREAS, The Western Placer Unified School District (District) needs to establish a bank account to serve as a depository for Student Body Accounts of Twelve Bridges High School; and

WHEREAS, in the normal course of business, the District maintains a number of accounts at various financial institutions; and

WHEREAS, each such financial institution needs authorization from the District to open and maintain such accounts; and

WHEREAS, the District hereby authorizes the following individuals to open and maintain said bank account and make transactions on said account, subject to the terms of agreement with the institution:

- **Carrie Carlson, Director of Business Services**
- **Mike Maul, Principal Twelve Bridges High School**
- **Nora Davis, Secretary Twelve Bridges High School**

WHEREAS, these individuals shall continue to be so authorized until such time as the financial institution is given notice in writing that the authorization is revoked; and

WHEREAS, the District shall provide a certified copy of this resolution to the financial institution requesting same; and

WHEREAS, the District shall certify to the adoption of this Resolution.

NOW THEREFORE, BE IT RESOLVED, The Governing Board of the Western Placer Unified School District approves the establishment of a bank account for Student Body Accounts of Twelve Bridges High School and authorizes the above-named District employees to open and maintain said account at Umpqua Bank.

Resolution No. 20/21.26 PASSED, APPROVED, and ADOPTED by the Governing Board of the Western Placer Unified School District this 6th day of April 2021.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF PLACER

_____

Kris Wyatt, President of the Board of Trustees
Western Placer Unified School District

ATTEST:

_____

Brian Haley, Clerk of the Board of Trustees
Western Placer Unified School District

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students 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 Agreement With Learning for Living, Inc.

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan
Deputy Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Expanded Learning

MEETING DATE:
April 6, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
The attached agreement between Twelve Bridges High School and Learning for Living, Inc., is for two workshops hosted by speaker Phil Boyte who will facilitate a 6-hour workshop focused on culture, connections and building trust through relationships followed by a social event with staff. The next program will be a 4-hour workshop on clarifying Behaviors of Core Values: Learn, Strive, Lead, and Thrive.

RECOMMENDATION:
Administration recommends that the Board approve the contract proposal agreement between Learning for Living, Inc., and Western Placer Unified School District.

AGREEMENT FOR THE SERVICES OF LEARNING FOR LIVING, INC.

SPONSOR: Twelve Bridges High School
CONTACT: Michael Maul
WORK PHONE: (916) 409-2631
EMAIL: mmaul@wpusd.org
CELL PHONE: (916) 849-5060

ADDRESS: 2360 Fieldstone Dr
CITY, ST, ZIP: Lincoln, CA 95648
ALT CONTACT: Nora Davis
ALT EMAIL: ndavis@wpusd.org
ALT CELL PHONE: (916) 899-5324

PRESENTATION INFORMATION

SPEAKER: Phil Boyte
DATE(S): **Tuesday, August 10 and Wednesday, August 11, 2021**
PROGRAM NAME: ***School Culture Professional Development: Module One***
PROGRAM LENGTH: 6 Hours / 4 Hours
ARRIVAL TIME: 7:45 AM **COMPLETION TIME:** 2:30 on 10th / Noon on 11th
AUDIENCE: 85 - 100 total Approx. 35-40 Staff Members

DETAILS: Phil will facilitate a 6-hour workshop focused on culture, connections and building trust through relationships followed by a social event with staff on 8/10; Phil will facilitate a 4-hour workshop clarifying Behaviors of Core Values: Learn, Strive, Lead, Thrive on 8/11

FINANCIAL AGREEMENT

*Speaker's fee is **$11,000.00.** A deposit of $4,000.00 is due at time of booking and remaining balance of $7,000.00 due on day of presentation. Checks are to be payable to Learning for Living, Inc. An invoice is included with this contract. All fees in US funds only. Learning for Living, Inc. Federal ID #20-1038575

*A deposit and a Purchase Order are requested to hold this date. If final payment cannot be made on the day of the presentation, speaker's fee will be $12,100.00.

*Speaker's fee is all-inclusive, including all fees and expenses.

*In the event of cancellation, four-weeks notice will be needed. If this is not possible, there will be a 50% cancellation fee of speaker's honorarium. If, through events beyond the control of the speaker, the speaker is unable to appear, Learning for Living Inc. will arrange to send a suitable and qualified replacement, reschedule the engagement or refund the deposit.

*Please provide a wireless microphone with quality sound system, projector for PPT and computer with speakers and one ream of white paper. Presenter will also need a table.

THE ABOVE INFORMATION IS AGREED AND ACCEPTED BY:

March 25, 2021
Laurie Boyte, Learning for Living, Inc. Date

3/24/21
Michael Maul, Twelve Bridges High School Date

Learning for Living, 52 Night Heron, Chapel Hill, NC 27517
www.learningforliving.com 800/874.1100

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:
CARS/Consolidated Application (winter release)

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan
Deputy Superintendent

ENCLOSURES:
Winter Con App 2021

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Annual Categorical Revenues

MEETING DATE:
April 6, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
The Consolidated Application (Con App) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs.

The winter release of the application is submitted in late February of each year and contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

Enclosed is WPUSD's winter release of the Con App.

RECOMMENDATION:
Administration recommends that the board approve the winter release of the Con App.

2018-19 Title I, Part A LEA Closeout Report

Report fiscal year (FY) expenditures to determine 2018-19 Title I, Part A unspent funds.

Note Due to the COVID-19 Federal Funding Flexibility Waiver, approved on April 21, 2020, the period of availability of funds in Section 421(b) of the General Education Provisions Act extends the period of availability of FY 2018-19 funds until September 30, 2021.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

2018-19 Reported Carryover

2018-19 Title I, Part A LEA available allocation	$695,763
Expenditures through September 30, 2019	$662,477
Carryover as of September 30, 2019	$33,286
Amount of funds CDE invoiced the LEA, if applicable	$0
Adjusted carryover amount	$33,286

2018-19 Final Expenditures

2018-19 Expenditures as of September 30, 2020 (Including liquidation of obligations not later than 90 days after September 30, 2020)	$33,286
Amount of unspent funds	$0

Warning

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2018-19 Title III English Learner YTD Expenditure Report, 27 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July1, 2018 through September 30, 2020.

Note: The period of availability of 2018-19 funds has been extended until September 30, 2021.

CDE Program Contact:

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

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

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

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

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

2018-19 Title III EL student program allocation	$63,772
Transferred-in amount	$0
2018-19 Total allocation	$63,772
Object Code - Activity	
1000-1999 Certificated personnel salaries	$45,395
2000-2999 Classified personnel salaries	$810
3000-3999 Employee benefits	$14,020
4000-4999 Books and supplies	$231
5000-5999 Services and other operating expenditures	$1,809
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$1,507
Total year-to-date expenditures	$63,772
2018-19 Unspent funds Note: LEAs have until September 30, 2021 to spend 2018-19 funds and to file a closeout report thereafter.	$0

Warning
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2018-19 Title III Immigrant YTD Expenditure Report, 27 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July1, 2018 through September 30, 2020.

Note: The period of availability of 2018-19 funds has been extended until September 30, 2021.

CDE Program Contact:

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

Authorized Title III Immigrant student program activities

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

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

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

2018-19 Title III immigrant student program allocation	$7,278
Transferred-in amount	$0
2018-19 Total allocation	$7,278
Object Code - Activity	
1000-1999 Certificated personnel salaries	$4,292
2000-2999 Classified personnel salaries	$0
3000-3999 Employee benefits	$1,711
4000-4999 Books and supplies	$1,089
5000-5999 Services and other operating expenditures	$0
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$186
Total year-to-date expenditures	$7,278
2018-19 Unspent funds Note: LEAs have until September 30, 2021 to spend 2018-19 funds and to file a closeout report thereafter.	$0

Warning
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2019-20 Title I, Part A LEA Carryover

Report only expenditures and obligations for fiscal year (FY) 2019-20 allocation to determine funds to be carried over.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

Carryover Calculation

2019-20 Title I, Part A LEA allocation	$686,331
Transferred-in amount	$0
2019-20 Title I, Part A LEA available allocation	$686,331
Expenditures and obligations through September 30, 2020	$629,176
Carryover as of September 30, 2020	$57,155
Carryover percent as of September 30, 2020	8.33%

Warning
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2019-20 Title III English Learner YTD Expenditure Report, 18 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2019 through December 31, 2020.

CDE Program Contact:

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

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

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

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

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

2019-20 Title III EL student program allocation	$64,783
Transferred-in amount	$0
2019-20 Total allocation	$64,783
Object Code - Activity	
1000-1999 Certificated personnel salaries	$26,056
2000-2999 Classified personnel salaries	$0
3000-3999 Employee benefits	$8,467
4000-4999 Books and supplies	$0
5000-5999 Services and other operating expenditures	$1,844
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$63
Total year-to-date expenditures	$36,430
2019-20 Unspent funds	$28,353

Warning
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2020-21 Federal Transferability

Federal transferability of funds is governed by Title V in ESSA Section 5102. An LEA may transfer Title II, Part A and or Title IV, Part A program funds to other allowable programs. This transferability is not the same as Title V, Part B Alternative Uses of Funds Authority governed by ESEA Section 5211.

Note: Funds utilized under Title V, Part B Alternative Uses of Funds Authority are not to be included on this form.

CDE Program Contact:

Lisa Fassett, Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963
Kevin Donnelly, Rural Education and Student Support Office , KDonnelly@cde.ca.gov , 916-319-0942

Title II, Part A Transfers

2020-21 Title II, Part A allocation	$148,894
Transferred to Title I, Part A	$0
Transferred to Title I, Part C	$0
Transferred to Title I, Part D	$0
Transferred to Title III English Learner	$0
Transferred to Title III Immigrant	$0
Transferred to Title IV, Part A	$0
Transferred to Title V, Part B, Subpart 1 Small, Rural School Achievement Grant	$0
Transferred to Title V, Part B, Subpart 2 Rural and Low-Income Grant	$0
Total amount of Title II, Part A funds transferred out	$0
2020-21 Title II, Part A allocation after transfers out	$148,894

Title IV, Part A Transfers

2020-21 Title IV, Part A allocation	$51,437
Transferred to Title I, Part A	$0
Transferred to Title I, Part C	$0
Transferred to Title I, Part D	$0
Transferred to Title II, Part A	$0
Transferred to Title III English Learner	$0
Transferred to Title III Immigrant	$0
Transferred to Title V, Part B Subpart 1 Small, Rural School Achievement Grant	$0
Transferred to Title V, Part B Subpart 2 Rural and Low-Income Grant	$0
Total amount of Title IV, Part A funds transferred out	$0
2020-21 Title IV, Part A allocation after transfers out	$51,437

Warning
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2020–21 Title I, Part A LEA Allocation and Reservations

To report LEA required and authorized reservations before distributing funds to schools.

CDE Program Contact:
Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

2020–21 Title I, Part A LEA allocation (+)	$671,064
Transferred-in amount (+)	$0
Nonprofit private school equitable services proportional share amount (-)	$0
2020–21 Title I, Part A LEA available allocation	$671,064

Required Reservations

Parent and family engagement (If the allocation is greater than $500,000, then parent and family engagement equals 1% of the allocation minus the nonprofit private school equitable services proportional share amount.)	$6,711
School parent and family engagement	$7,168
LEA parent and family engagement	$10,000
* Local neglected institutions Does the LEA have local institutions for neglected children?	No
Local neglected institutions reservation	
* Local delinquent institutions Does the LEA have local institutions for delinquent children?	No
Local delinquent institutions reservation	
Direct or indirect services to homeless children, regardless of their school of attendance	$9,000

Authorized Reservations

Public school Choice transportation	
Other authorized activities	
2020–21 Approved indirect cost rate	5.61%
Indirect cost reservation	$35,647
Administrative reservation	$65,013

Reservation Summary

Total LEA required and authorized reservations	$119,660
School parent and family engagement reservation	$7,168
Amount available for Title I, Part A school allocations	$544,236

Warning
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2020-21 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title II, Part A Supporting Effective Instruction.

CDE Program Contact:

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

2020-21 Title II, Part A allocation	$148,894
Transferred-in amount	$0
Total funds transferred out of Title II, Part A	$0
Allocation after transfers	$148,894
Repayment of funds	$0
2020-21 Total allocation	$148,894
Administrative and indirect costs	$7,909
Equitable services for nonprofit private schools	
2020-21 Title II, Part A adjusted allocation	$140,985

Warning
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2020-21 Title III English Learner LEA Allocations and Reservations

The purpose of this data collection is to show the total allocation amount available to the local educational agency (LEA) for Title III English Learner (EL) student program, and to report required reservations.

CDE Program Contact:

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

Total Allocation

2020-21 Title III EL student program allocation	$66,581
Transferred-in amount	$0
Repayment of funds	$0
2020-21 Total allocation	$66,581

Allocation Reservations

Professional development activities	$17,510
Program and other authorized activities	$49,071
English proficiency and academic achievement	$0
Parent, family, and community engagement	$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$0
Total allocation reservations	$66,581

Warning
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2020-21 Title III English Learner YTD Expenditure Report, 6 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2020 through December 31, 2020.

CDE Program Contact:

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

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

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

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

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

2020-21 Title III EL student program allocation	$66,581
Transferred-in amount	$0
2020-21 Total allocation	$66,581
Object Code - Activity	
1000-1999 Certificated personnel salaries	$0
2000-2999 Classified personnel salaries	$0
3000-3999 Employee benefits	$0
4000-4999 Books and supplies	$0
5000-5999 Services and other operating expenditures	$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$0
Total year-to-date expenditures	$0
2020-21 Unspent funds	$66,581

Warning
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2020-21 Title IV, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title IV, Part A and to report reservations.

CDE Program Contact:

Kevin Donnelly, Rural Education and Student Support Office , KDonnelly@cde.ca.gov , 916-319-0942

2020-21 Title IV, Part A LEA allocation	$51,437
Transferred-in amount	$0
Total funds transferred out of Title IV, Part A	$0
2020-21 Title IV, Part A LEA available allocation	$51,437
Indirect cost reservation	$2,732
Administrative reservation	$0
Equitable services for nonprofit private schools	$0
2020-21 Title IV, Part A LEA adjusted allocation	$48,705

Warning
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2020-21 Consolidation of Administrative Funds

A request by the local educational agency (LEA) to consolidate administrative funds for specific programs.

CDE Program Contact:
Jonathan Feagle, Fiscal Oversight and Support Office, JFeagle@cde.ca.gov, 916-323-8515

Title I, Part A Basic SACS Code 3010	No
Title I, Part C Migrant Education SACS Code 3060	No
Title I, Part D Delinquent SACS Code 3025	No
Title II, Part A Supporting Effective Instruction SACS Code 4035	No
Title III English Learner Students - 2% maximum SACS Code 4203	No
Title III Immigrant Students SACS Code 4201	No
Title IV, Part A Student Support - 2% maximum SACS Code 4127	No
Title IV, Part B 21st Century Community Learning Centers SACS Code 4124	No

Warning
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2020–21 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

CDE Program Contact:

Tina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

School ranking options	Within the LEA
Select the highest to lowest school ranking method	
Select a low income measure	FRPM

Explanation of Pre-populated Student Counts

The data fields in this form, containing total student enrollment counts and eligible low income students ages 5-17 counts, were pre-populated with PRIOR year (Fiscal Year 2019–2020) certified data from CALPADS Fall 1 data submission.

Note: The LEA may use prior year data or current year data to calculate eligibility and ranking for Title I, Part A school allocations. The LEA may choose to manually enter current year data in place of prior year data.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17
TLAS Learning Academy	0139246	K	12	3	33	4
arlin C. Coppin lementary	6085252	K	5	1	408	197
reekside Oaks lementary	6098610	K	5	1	447	239
irst Street Elementary	6117493	K	5	1	417	320
oskett Ranch Elementary	0108514	K	5	1	369	98
len Edwards Middle	6108351	6	8	2	827	452
ncoln Crossing lementary	0113068	K	5	1	406	82
ncoln High	3134657	9	12	3	2,131	777

145

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2020–21 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17
Phoenix High (Continuation)	3130036	9	12	3	81	50
Scott M. Leaman	0139709	K	5	1	476	86
Sheridan Elementary	6031363	K	5	1	53	37
Twelve Bridges Elementary	0106443	K	5	1	579	68
Twelve Bridges Middle	0111385	6	8	2	791	167

Warning
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2020–21 Title I, Part A School Allocations

his report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

DE Program Contact:

ana Zhou, Title I Policy, Program, and Support Office, LZhou@cde.ca.gov, 916-319-0956
ina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

applicable, enter a Discretion Code. Use lower case only.

llowable Discretion Codes
- Below LEA average and at or above 35% student low income
- Waiver for a desegregation plan on file
- Grandfather provision
- Feeder pattern

ow income measure	FRPM
anking Schools Highest to Lowest	Within the LEA
EA-wide low income %	36.72%
vailable Title I, Part A school allocations	$544,236
vailable parent and family engagement reservation	$7,168

School Name	School Code	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17	Low Income Student %	Eligible to be Served	Required to be Served	Ranking	$ Per Low Income Student	TIA School Allocation	2019–20 Carryover	Parent and Family Engagement	Total School Allocation	Discretion Code
rst Street Elementary	6117493	1	417	320	76.74	Y	Y	1	420.97	134710.40		$1,773	136483.40	
heridan Elementary	6031363	1	53	37	69.81	Y	N	2	420.03	15541.11		$205	15746.11	
hoenix High Continuation)	3130036	3	81	50	61.73	Y	N	3	420.03	21001.50		$277	21278.50	
len Edwards Middle	6108351	2	827	452	54.66	Y	N	4	420.03	189853.56		$2,500	192353.56	
reekside Oaks lementary	6098610	1	447	239	53.47	Y	N	5	420.02	100384.78		$1,323	101707.78	
arlin C. Coppin ementary	6085252	1	408	197	48.28	Y	N	6	420.02	82743.94		$1,090	83833.94	

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

2020–21 Title I, Part A School Allocations

his report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

School Name	School Code	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17	Low Income Student %	Eligible to be Served	Required to be Served	Ranking	$ Per Low Income Student	TIA School Allocation	2019–20 Carryover	Parent and Family Engagement	Total School Allocation	Discretion Code
ncoln High	3134657	3	2131	777	36.46	N	N	7	0.00	0.00			0.00	
skett Ranch Elementary	0108514	1	369	98	26.56	N	N	8	0.00	0.00			0.00	
velve Bridges Middle	0111385	2	791	167	21.11	N	N	9	0.00	0.00			0.00	
ncoln Crossing ementary	0113068	1	406	82	20.20	N	N	10	0.00	0.00			0.00	
cott M. Leaman	0139709	1	476	86	18.07	N	N	11	0.00	0.00			0.00	
TLAS Learning Academy	0139246	3	33	4	12.12	N	N	12	0.00	0.00			0.00	
velve Bridges ementary	0106443	1	579	68	11.74	N	N	13	0.00	0.00			0.00	

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2020–21 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program.

CDE Program Contact:

Lana Zhou, Title I Policy, Program, and Support Office, LZhou@cde.ca.gov, 916-319-0956
Rina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

School Name	School Code	Authorized SWP	Low Income %	Local Board Approval Date SWP Plan (MM/DD/YYYY)	Local Board Approval Date SWP Waiver (MM/DD/YYYY)	SIG Approval Date (MM/DD/YYYY)
ATLAS Learning Academy	0139246	N				
Carlin C. Coppin Elementary	6085252	Y	42%	11/19/2013		
Creekside Oaks Elementary	6098610	Y	40%	11/19/2013		
First Street Elementary	6117493	Y	67%	08/21/2012		
Foskett Ranch Elementary	0108514	N				
Glen Edwards Middle	6108351	Y	47%	08/21/2012		
Lincoln Crossing Elementary	0113068	N				
Lincoln High	3134657	N				
Phoenix High (Continuation)	3130036	Y	44%	02/03/2015		
Scott M. Leaman	0139709	N				
Sheridan Elementary	6031363	Y	70%	08/21/2012		
Twelve Bridges Elementary	0106443	N				
Twelve Bridges Middle	0111385	N				

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Donation Approval for Technology – Chromebooks at Scott M. Leaman Elementary

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

Donors Choose – April Rennie of Scott M. Leaman Elementary submitted a request for a donation of fifteen Chromebooks to support students with Ed Tech resources, engagement and learning. This item is valued at $3000.00 to help support the technology needs for Distance Learning at Scott M. Leaman Elementary School.

ADMINISTRATION RECOMMENDATION:

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

wp/rk/donationfactform

WESTERN PLACER UNIFIED SCHOOL DISTRICT

TECHNOLOGY DONATION FORM

Donor Name	Donors Choose
Address	134 West 37 Street
City, ST Zip	New York, NY 10018
Date	Feb. 23rd, 2021
Estimated Value – Per Item	$200
School Site/Classroom	SLE - C4

Purpose of Gift: (Specify school, department that will benefit from cash or equipment to be donated and the intended purpose)

The Chromebooks will support students with EdTech resources, engagement, and learning.

Inventory Information:

Quantity	Brand	Model	Serial Number
15	HP	Chromebook 11A G8 EE	5CD035BZ8X

Minimum Technology Requirements

Category	Minimum Requirement
HP 14" Chromebooks	**16GB SSD, 4GB RAM**
Computer/Laptop	**Intel i5 Processer or better, 4 GB RAM or better**
Monitor	**LCD/LED 19" or larger**
Document Reader	**ELMO/HoverCam/LadyBug**
Apple Ipad	**Ipad Air 2/mini 4**
LCD Projectors	**Epson**
Printer	**We are not accepting printers**

Donor Signature	**Date**
	3/7/21
School Site Principal Signature	**Date**
	3/8/2021
Director of Technology Signature	**Date**
	3/19/21
Director of Business Signature	**Date**
	3/24/21
Superintendent Signature	**Date**

Above are minimum hardware requirements for donations to the Western Placer Unified School District. If your hardware does not meet our requirements, we are unable to accept the donation. All donations must be in good working order. All donations must be approved by the Technology Department, Director of Business and Superintendent and recommended to the Board of Education for acceptance (only items valued at $2,000 or more individually). Once all of the requirements have been met, the school site will provide a letter acknowledging the donation and the value placed by the person(s) making the donation. We do not place value on items. The District has the right to place the donation at any site unless specifically designated by the donor

Copy

Copy to Technology Dept: _____ School Site: _____ Date Accepted by Board_____ 12/7/2015

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Student Discipline
Stipulated Expulsion
Student #20-21-C

AGENDA ITEM AREA:
Consent Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will take action under consent to approve the Stipulated Expulsion of Student #20-21-C.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose approve the Stipulated Expulsion of Student #20-21-C.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline
Stipulated Expulsion
Student #20-21-D

AGENDA ITEM AREA:
Consent Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will take action under consent to approve the Stipulated Expulsion of Student #20-21-D.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose approve the Stipulated Expulsion of Student #20-21-D.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Student Discipline
Stipulated Expulsion
Student #20-21-E

AGENDA ITEM AREA:
Consent Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will take action under consent to approve the Stipulated Expulsion of Student #20-21-E.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose approve the Stipulated Expulsion of Student #20-21-E.

wp/rk/factform

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Placer County School Boards Association
Elections - Committee Nominations

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 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. School districts and the community college district have been given the opportunity to submit nominations for the open positions.

Enclosed are the election ballots for Board members. The Board may write-in a candidate if desired. All ballots must be returned by April 16, 2021. Due to the COVID-19 pandemic, this special election will take place mid-May. Terms will commence immediately after the election.

ADMINISTRATION RECOMMENDATION:

The administration recommends the Board of Trustees participate in the nomination 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.k12.org

Gayle Garbolino-Mojica, County Superintendent of Schools

Memorandum

March 22, 2021

To: Placer County School Board Members

From: Gayle Garbolino-Mojica, Placer County Superintendent of Schools

RE: Placer County School Boards Association Executive Committee Nominations

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Due to the COVID-19 pandemic, the Placer County School Boards Association (PCSBA) suspended all activities in 2020. Due to retirements, election results and term expirations, five seats on the PCSBA Executive Committee are now vacant. The remaining two seats have terms that expire at the end of 2021.

The process for selection of new Executive Committee members is for school district and community college district board members submit a nomination(s) for the open positions. The PCSBA works in harmony with the County Office of Education to take advantage of workshops and inservice opportunities for school board members throughout the county. There are (3) 2-year term and (4) 3-year term positions open this year. The individual serves for a two or three year term and the committee meets only as necessary, usually once or twice a year. The election will take place in May and terms will commence immediately.

Board members may nominate interested board members or board members may self-nominate. Nominations do not require action by the board. To submit a nomination, please fill out the form on page 2 and submit it to my office, attention: Suzie Arcuri, **no later than May 1, 2021**.

Thank you.

PLACER COUNTY SCHOOL BOARDS ASSOCIATION

2021 NOMINATION FOR OPEN POSITIONS:

Nominee Name:	
District:	
Mailing Address:	
Email Address:	
Phone:	
Select Desired Term:	☐ 2 year ☐ 3 year

Please submit your nomination(s) to Suzie Arcuri via one of the following options:

Fax: (866) 840-2941
Email: sarcuri@placercoe.k12.ca.us
US Mail: PCOE, 360 Nevada Street, Auburn CA 95603

cc: District Superintendent Assistants
Sierra College Executive Assistants

NOMINATIONS ARE DUE MAY 1, 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.
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

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

AGENDA ITEM AREA:
Action

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
April 6, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
These new and/or revised exhibits/policies/regulations are now being presented for approval by the Board of Trustees. *(Italicized policies are part of the new GAMUT platform/updates. The Work in Progress (WIP) Reconciliation Checklist is attached)*

- *BP 1260 – Educational Foundation (Retitle)*
- *AR 3350.1 – Guidelines For Use of Bank Credit Cards (Delete/Retitled)*
- *BP 3314.3 – District Credit Cards (Retitled from AR 3350.1)*
- *AR 5111.11- Residency of Students with Caregiver (Delete)*
- *AR 5111.1- District Residency (incorporate language from BP AR 5111.11)*
- *BP 5122 – Academic Load/Choice of Studies (Delete)*
- *BP 6152 – Class Assignment (incorporate language from BP 5122)*
- BP 4113.5 4213.5 4313.5 – Working Remotely (New Policy)
- BP 6157 – Distance Learning (New Policy)
- AR 3231- Impact Aid (New Regulation)
- BP 3280- Sale, Lease, Rental of District – Owned Real Property
- BP/AR 3530 – Risk Management/Insurance
- AR 5113.11 – Attendance Supervision

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

GAMUT WIP (Work In Progress) RECONCILIATION CHECKLIST

For questions or more information, email policyplus@csba.org

District:	**Western Placer Unified School District**	District Contact:	**Maria Gonzalez**

CATEGORY #1: FILES TO RETITLE (OR RENUMBER)

The titles of some policies in your manual do not match the titles that CSBA has assigned to that policy number in the codification system that underpins GAMUT Policy Plus. As a result, the system did not recognize your policies when they transferred from our old platform. These policies were imported as drafts and show up in the WIP folder with the title that CSBA uses. In the WIP folder, these files have the number and title used in the CSBA sample manual. Addressing these files is simple: you just need to change the title and you can then move them out of WIP and into your district's live manual.

A) Policies (BP) and Bylaws (BB) Regulations (AR) and Exhibits (E) to Retitle:

ACTION NEEDED: Board approves renaming these policies

Formally changing the title of a policy is not a substantive change, but it does require formal board approval.

POLICY CODE	DISTRICT POLICY TITLE	NEW TITLE/CSBA Title
BP 1260	Western Placer Unified School District Educational Foundation	**Educational Foundation** (This is the title that matches the CSBA manual for all districts regarding Educational Foundation's in general)
AR 3350.1 to **BP 3314.3**	Guidelines for Use of Bank Credit Cards change to: **District Credit Cards**	Per CSBA this policy is not active in the new system. Recommend using BP3314.3, **District Credit Cards. Will add the language from AR 3350.1 as BP 3314.3 in our Policy Manual**

CATEGORY #2: FILES TO DELETE FROM YOUR POLICY MANUAL

Several policies correspond to a policy that CSBA has deleted from its sample policy manual. The numbers and titles for these policies no longer exist in the codification system that the GAMUT Policy Plus platform uses. As a result, these policies have nowhere to "live" in the new platform. They were imported as drafts and appear in the WIP folder with the title "N/A". Refer to CSBA's Master Guidesheet Deletion list to see when and why these policies/regulations were deleted from the CSBA sample manual. We recommend you delete these policies.

B) Policies (BP) and Bylaws (BB) Regulations (AR) and Exhibits (E) to Delete

ACTION NEEDED: Board approves deletion of these policies

CODE	DISTRICT TITLE	REASON
AR 3350.1	Guidelines for Use of Bank Credit Cards	Per CSBA this policy is not active in the new system. Recommend using BP3313.3, District Credit Cards – **Retitled and Renumbered to BP 3314.3**
AR 5111.11	Residency of Students with Caregivers	Per CSBA delete this policy and incorporate language with AR 5111.1 District Residency policy
BP 5122	Academic Load/Choice of Studies	Per CSBA, incorporate language with BP 6152 – Class Assignment

~~WESTERN PLACER UNIFIED SCHOOL DISTRICT~~ EDUCATIONAL FOUNDATION

Because demands on the educational system exceed available public funding, the Board of Trustees recognizes that members of the community are often willing to make voluntary contributions that will provide needed additional funds for the school district. The Board therefore approves and encourages the creation of an independent educational foundation to actively raise funds that will enhance educational opportunities for our students.

The Board desires to work cooperatively with the foundation in determining the purposes for which funds may be used to meet the changing needs of the district and its students.

(cf. 3290 - Gifts, Grants and Bequests)
(cf. 9140 - Board Representatives)

The Board supports foundation allocations that serve all district schools equitably.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Legal Reference:
COURT DECISIONS
Serrano v. Priest (1976) 18 Cal. 3d 728

Management Resources:
California Consortium of Education Foundations, @cceflink.org

Policy
adopted: September 4, 2007
revised: March 16, 2021
revised: April 6, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

GUIDELINES FOR USE OF BANK CREDIT CARDS

School district bank credit cards shall be used only for valid district employee expenses while on authorized district attendance at conferences, conventions, seminars and meetings associated with school-related business and travel.

Valid district expenses while traveling on authorized district business should be actual and necessary. Actual expenses in accordance with limits established by AR 4133, being supportable by documentation and necessary expenses generally include:

1. Hotel/motel (lodging) expenses at single rates unless dual occupancy of room is by other district employee/representative.

2. Meals/food purchased by the district employee for him/herself or other district employee. Meals purchased for community representatives when the meeting concerns a "valid public purpose". Tips may be reimbursed at the rate of 15%.

3. Car rental agreement, airline tickets, or other documented transportation costs.

The forgoing charges are those expenditures most typically incurred while attending district-related business; however, it is not all inclusive.

Retain all itemized customer copy receipts of the credit card charge slips (vouchers) including appropriate detail to identify expenditure and submit them to your chief site administrator or to the appropriate director/designee upon return from business/trip in addition to a copy of your Request for Leave/Professional Conference and Statement of Claim form. All lodging expenses must have vendor name and address, name of district employee, room rate, and dates of stay. On itemized lodging voucher, indicate whether all other charges are personal or business-related. (Occasionally, personal expenses are included on an otherwise valid district expense voucher. For example, a hotel bill may indicate charges for personal telephone calls. In such instances, employee shall pay for the indicated expenses separately prior to departure, so they will not be reflected on the credit card slip).

It is the responsibility of the credit card user to obtain copies of the charge slips. Accounting will not be able to process payment without those charge slips.

The school district bank credit card may not be used for any personal expenses, including:

1. Lodging and meals of spouses or family members of the district representative at business meetings or conferences.

2. Meals of community members or public officials as part of meetings which serve only as "public relations" purpose as opposed to school-related business.

3. Personal expenses, including but not limited to, alcoholic beverages, telephone calls, dinner theater tickets, video movies, laundering, barbering, flower arrangements and the like.

4. Personal vehicle-related expenses (fuel, maintenance, repairs, etc.). Reimbursement for use of personal vehicle to conduct district business shall be reimbursed for actual expenses at the mileage rate approved by the Governing Board.

The above are not valid district expenses and, therefore, are not to be charged to the district credit card. Use of the district credit card for personal expenses is prohibited even if you intend to pay the district for such expenses.

All district bank credit card users shall submit a Purchase Order Requisition to the Business Office for encumbrance of funds prior to expenses for conference/meeting registration, lodging, meals and travel. When possible, the established purchase order procedure shall be used for payment of lodging, registration fees, airline tickets, etc.

Additionally, each employee must read and sign the established form "Authorized Credit Card Use" prior to the actual issuance of a district bank credit card. The use of a district credit card is extended as a privilege and may be revoked at any time for

Legal Reference:

EDUCATION CODE
35020 Duties of employees fixed by governing board
35160 Authority of governing boards
35160.1 Powers and duties
42634 Funds of a school district
44032 Travel expense payment

DRAFT

~~GUIDELINES FOR USE OF BANK CREDIT CARDS~~ DISTRICT CREDIT CARDS

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3. Car rental agreement, airline tickets, or other documented transportation costs.

The forgoing charges are those expenditures most typically incurred while attending district-related business; however, it is not all inclusive.

Retain all itemized customer copy receipts of the credit card charge slips (vouchers) including appropriate detail to identify expenditure and submit them to your chief site administrator or to the appropriate director/designee upon return from business/trip in addition to a copy of your Request for Leave/Professional Conference and Statement of Claim form. All lodging expenses must have vendor name and address, name of district employee, room rate, and dates of stay. On itemized lodging voucher, indicate whether all other charges are personal or business-related. (Occasionally, personal expenses are included on an otherwise valid district expense voucher. For example, a hotel bill may indicate charges for personal telephone calls. In such instances, employee shall pay for the indicated expenses separately prior to departure, so they will not be reflected on the credit card slip).

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2. Meals of community members or public officials as part of meetings which serve only as "public relations" purpose as opposed to school-related business.

RETITLED/RENUMBERED

~~GUIDELINES FOR USE OF BANK CREDIT CARDS~~ DISTRICT CREDIT CARDS

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44032 Travel expense payment

RETIRED/RENUMBERED

Regulation
approved: December 2, 2014
revised: March 16, 2021
April 6, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

RESIDENCY OF STUDENTS WITH CAREGIVER

Students shall qualify as district residents if placed within the district in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a commitment or placement under Welfare and Institutions Code 200-987. The agency placing a student in such a home or institution shall provide evidence to the school that the placement or commitment is pursuant to law. (Education Code 48204)

Students shall qualify as district residents if they reside in the home of a care-giving adult within district boundaries. (Education Code 48204)

Upon enrollment, the care-giving adult shall execute, under penalty of perjury, the affidavit specified in Family Code 6552. The caregiver shall meet with the site administrator or designee to discuss any background information that will be important to the welfare of the student and school personnel.

When their whereabouts is known, parents/guardians of students living with a caregiver or in foster care shall receive all parental notifications required by law. They shall be contacted for all major educational decisions concerning enrollment, discipline and final grades.

(cf. 5145.6 - Parental Notifications)

Caregivers and foster parents who have filed the affidavit specified in Family Code 6552 may authorize school-related medical care.

(cf. 5141- Health Care and Emergencies)

Caregivers and foster parents shall receive a copy of all school notices.

(cf. 5111.1 - District Residency)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

Legal Reference: (see next page)

DELETE

RESIDENCY OF STUDENTS WITH CAREGIVER (continued)

Legal Reference:

EDUCATION CODE
35351 Assignment of students to particular schools
42920-42925 Educational services
48200-48204 Persons included (compulsory education law)
56028 Parent
56050 Surrogate parent
FAMILY CODE
6550-6552 Caregivers
GOVERNMENT CODE
7579.5 Surrogate parent
CODE OF REGULATIONS, TITLE 22
87001 Definitions
CODE OF FEDERAL REGULATIONS, TITLE 34
300.517 Surrogate Parent

Management Resources:

CDE MANAGEMENT ADVISORIES
0912.94 New Law on Establishing Residence 94-09

DELETE

DISTRICT RESIDENCY

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)

2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)

3. The student has been admitted through an interdistrict attendance option. (Education Code 46600, 48204, 48301, 48356)

(cf. 5117 - Interdistrict Attendance)
(cf. 5118 – Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)

5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)

6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)

(cf. 6183 – Home and Hospital Instruction)

8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)

9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. (Education Code 48204.3)

(cf. 6173.2 - Education of Children of Military Families)

10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and

DISTRICT RESIDENCY (continued)

Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

(cf. 5145.13 - Response to Immigration Enforcement)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.

2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Board of Trustees.

3. Other circumstances exist that are not arbitrary.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district.

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipts

DISTRICT RESIDENCY (continued)

2. Rental property contract, lease payment receipts

3. Utility service contract, statement, or payment receipts

4. Pay stub

5. Voter registration

6. Correspondence from a government agency

7. Declaration of residency executed by the student's parent/guardian

8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student

9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

A parent/guardian who is transferred or pending transfer into a military installation within the state shall provide proof of residence in the district within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

DISTRICT RESIDENCY (continued)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.3 - Education for Juvenile Court School Students)

Safe at Home Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. The Superintendent may request the actual residence address for the purpose of establishing residency within district boundaries. (Government Code 6206, 6207)

(cf. 3580 - District Records)

Residency of Students with Caregiver

Students shall qualify as district residents if placed within the district in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a commitment or placement under Welfare and Institutions Code 200-987. The agency placing a student in such a home or institution shall provide evidence to the school that the placement or commitment is pursuant to law. (Education Code 48204)

Students shall qualify as district residents if they reside in the home of a care-giving adult within district boundaries. (Education Code 48204)

Upon enrollment, the care-giving adult shall execute, under penalty of perjury, the affidavit specified in Family Code 6552. The caregiver shall meet with the site administrator or designee to discuss any background information that will be important to the welfare of the student and school personnel.

When their whereabouts is known, parents/guardians of students living with a caregiver or in foster care shall receive all parental notifications required by law. They shall be contacted for all major educational decisions concerning enrollment, discipline and final grades.

(cf. 5145.6 - Parental Notifications)

Caregivers and foster parents who have filed the affidavit specified in Family Code 6552 may authorize school-related medical care.

DISTRICT RESIDENCY (continued)

(cf. 5141- Health Care and Emergencies)

Caregivers and foster parents shall receive a copy of all school notices.

(cf. 5111.1 - District Residency)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

Legal Reference:

EDUCATION CODE
35351 Assignment of students to particular schools
42920-42925 Educational services
48200-48204 Persons included (compulsory education law)
56028 Parent
56050 Surrogate parent
FAMILY CODE
6550-6552 Caregivers
GOVERNMENT CODE
7579.5 Surrogate parent
CODE OF REGULATIONS, TITLE 22
87001 Definitions
CODE OF FEDERAL REGULATIONS, TITLE 34
300.517 Surrogate Parent

Management Resources:

CDE MANAGEMENT ADVISORIES
0912.94 New Law on Establishing Residence 94-09

ACADEMIC LOAD/CHOICE OF STUDIES

Twelfth grade students shall be enrolled in at least two courses each trimester except for students enrolled in any of the following:

1. Regional occupation programs
2. Regional occupation centers
3. Community college courses
4. Independent study
5. Special education programs where the student's individualized education program establishes a different number of courses.
6. Continuation education classes
7. Work experience education program approved under Education Code 51760-51769.5.
8. Any course of study authorized by the Board of Trustees which is equivalent to the approved high school course of study.

(cf. 6146 - Graduation Requirements/Standards of Proficiency)
(cf. 6158 - Independent Study/Individualized Arrangements)

Academic Performance

Seniors will be allowed to make up senior required courses during the second and/or third trimesters that were not successfully completed during the first or second semester of their senior year.

A request for waiver will be reviewed and the site administrator will make the final decision.

Legal Reference:
EDUCATION CODE
46145 Enrollment requirement twelfth grade students
51260-51769.5 Work experience education

DELETE

CLASS ASSIGNMENT

The Board of Trustees believes students should be assigned to classes and/or grouped in a manner that provides the most effective learning environment for all students.

When assigning students to specific courses and classes, the principal or designee may consider the following criteria as appropriate for the grade level and course:

1. Staff recommendation, including, but not limited to, the recommendations of teachers and counselors

2. Skills and classroom management style of individual teachers

3. Student skill level as indicated by multiple objective academic measures, such as student assessment results, grade point average, and grades in prerequisite courses

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6152.1 - Placement in Mathematics Courses)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

4. Balance of high, medium, and low academic achievers

5. Student interests, readiness, behavior, and motivation

6. Student/teacher ratios and, if relevant, class size reduction considerations

(cf. 6151 - Class Size)

The principal or designee may accept from parents/guardians any information which would be helpful in making placement decisions. However, a parent/guardian who provides such information shall be informed that a request for a specific teacher shall be one of many factors which may be taken into account when determining his/her child's placement.

During the school year, the principal or designee may make any adjustments in class placement which he/she considers beneficial to the student or the educational program.

Additional Requirements for Grades 9-12

Except for a student enrolled in an alternative school, community day school, continuation high school, or opportunity school, or as otherwise specified below, no student enrolled in grades 9-12 shall be assigned:

1. To any course without educational content for more than one week in any semester, including any of the following situations: (Education Code 51228.1)

CLASS ASSIGNMENT (continued)

a. The student is sent home or released from campus before the conclusion of the designated school day.

b. The student is assigned to a service, instructional work experience, or other course in which he/she is assigned to assist a certificated employee, but is not expected to complete curricular assignments, in a course the certificated employee is teaching during that period and where the ratio of certificated employees to students assigned to the course for curricular purposes is less than one to one.

c. The student is not assigned to any course for the relevant course period.

2. To a course that he/she has previously completed and received a grade determined by the district to be sufficient to satisfy minimum high school graduation requirements and the requirements and prerequisites for admission to California public postsecondary institutions, unless the course has been designed to be taken more than once because students are exposed to a new curriculum year to year and are therefore expected to derive educational value from taking the course again (Education Code 51228.2)

(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

An exception to item #1 or #2 above may be made only if all of the following conditions are satisfied: (Education Code 51228.1, 51228.2)

1. The student, or the student's parent/guardian if he/she is younger than age 18 years, has consented in writing to the assignment.

2. A school official has determined that the student will benefit from being assigned to the course period.

3. The principal or assistant principal has stated in a written document maintained at the school that, for the relevant school year, no students are assigned to those classes unless the school has obtained the student's or parent/guardian's consent and determined that the student will benefit from the assignment.

In addition, under no circumstances shall a student be assigned to a course period without educational content or a course he/she has already satisfactorily completed because there are insufficient curricular course offerings for the student to take during the relevant period of the school day. (Education Code 51228.1, 51228.2)

CLASS ASSIGNMENT (continued)

The above limitations on class assignments shall not affect the authority of the Superintendent or designee to permit the enrollment of a student in a dual enrollment, independent study, evening high school program, or other class or course authorized by law. (Education Code 51228.1, 51228.2)

(cf. 6158 - Independent Study)
(cf. 6172.1 - Concurrent Enrollment in College Courses)

Any complaint that the district has not complied with the requirements in this section regarding assignments in grades 9-12 may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 51228.3; 5 CCR 4600-4687)

(cf. 1312.3 - Uniform Complaint Procedures)

Requirements for Grade 12

Twelfth grade students shall be enrolled in at least two courses each trimester except for students enrolled in any of the following:

1. **Regional occupation programs**
2. **Regional occupation centers**
3. **Community college courses**
4. **Independent study**
5. **Special education programs where the student's individualized education program establishes a different number of courses.**
6. **Continuation education classes**
7. **Work experience education program approved under Education Code 51760-51769.5.**
8. **Any course of study authorized by the Board of Trustees which is equivalent to the approved high school course of study.**

CLASS ASSIGNMENT (continued)

(cf. 6146 - Graduation Requirements/Standards of Proficiency)
(cf. 6158 - Independent Study/Individualized Arrangements)

Academic Performance

Seniors will be allowed to make up senior required courses during the second and/or third trimesters that were not successfully completed during the first or second semester of their senior year.

A request for waiver will be reviewed and the site administrator will make the final decision.

Legal Reference:

EDUCATION CODE
35020 Duties of employees fixed by governing board
35160 Authority of the board
46145 Enrollment requirement twelfth grade students
51224.7 California Mathematics Placement Act of 2015
51228.1 Assignment to courses without educational content, grades 9-12
51228.2 Assignment to courses previously completed, grades 9-12
51228.3 Uniform complaint procedures; noncompliance with assignment limitations for grades 9-12
51260-51769.5 Work experience education

CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures

Management Resources:

WEB SITES
California Department of Education, Curriculum and Instruction: http://www.cde.ca.gov/ci
National Association for the Education of Young Children: http://www.naeyc.org

POLICY GUIDE SHEET
April 2020
Page 1 of 1

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

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

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

BP 6157 - Distance Learning
(BP added)

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

WORKING REMOTELY

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

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

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

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

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

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

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

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

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

WORKING REMOTELY (continued)

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

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

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

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

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

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

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

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

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

Legal Reference: (see next page)

WORKING REMOTELY (continued)

Legal Reference:

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

Management Resources:

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

NEW POLICY

DISTANCE LEARNING

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

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

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

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

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

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

(cf. 5141.5 - Mental Health)

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

(cf. 4131 - Staff Development)

DISTANCE LEARNING (continued)

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

(cf. 6162.6 - Use of Copyrighted Materials)

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

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

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

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

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

(cf. 6020 - Parent Involvement)

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

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

Legal Reference: (see next page)

DISTANCE LEARNING (continued)

Legal Reference:

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

Management Resources:

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

NEW POLICY

CSBA POLICY GUIDE SHEET
May 2020
Page 1 of 1

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

NEW - Administrative Regulation 3231 - Impact Aid

New regulation addresses requirements of Title VII Impact Aid, which provides assistance to districts with concentrations of children residing on lands owned by the federal government, including Indian lands. Districts with children residing on Indian lands are **mandated** to adopt policy and procedures with specified components, including, but not limited to, consultation with Indian tribes and parents/guardians of students living on Indian lands in the planning and development of programs and activities supported by Impact Aid.

IMPACT AID

Any federal Title VII Impact Aid funds received by the district based on the concentration of children residing on lands owned by the federal government shall be used to support district programs and activities in accordance with the budget approved by the Governing Board. Such expenditures may include, but are not limited to, the salaries of teachers and paraprofessionals, capital expenditures, instructional materials, computers and other equipment, supplemental instructional programs, after-school programs, Advanced Placement classes, and special enrichment programs.

(cf. 0415 - Equity)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)
(cf. 3230 - Federal Grant Funds)

Any Impact Aid funds received for children with disabilities shall be used to provide a free appropriate public education to those children. (20 USC 7703, 7703a; 34 CFR 222.53)

Whenever Impact Aid funds are received based on students living on Indian lands, the Superintendent or designee shall consult and involve American Indian tribes and parents/guardians of students living on Indian lands in the planning and development of the district's general education program and of the policies and procedures for programs and activities supported by Impact Aid funding. (20 USC 7704; 34 CFR 222.94)

(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)
(cf. 6173.4 - Title VI Indian Education Program)

The Superintendent or designee shall: (20 USC 7704; 34 CFR 222.91, 222.94)

1. Disseminate relevant applications, evaluations, program plans, and information related to the district's education program and activities with sufficient advance notice to allow Indian tribes and parents/guardians of American Indian students the opportunity to review and make recommendations

(cf. 5145.6 - Parental Notifications)

2. Afford an opportunity for tribes and parents/guardians of American Indian students to present their views regarding the district's educational program and activities, including an opportunity to make recommendations on the needs of those students and how the district may help those students realize the benefits of the programs and activities

   The Superintendent or designee shall notify tribes and parents/guardians of the opportunity to submit comments and recommendations, considering the tribe's

IMPACT AID (continued)

preference for method of communication. If necessary, the Superintendent or designee shall modify the method of and time for soliciting views to ensure the maximum participation of tribes and parents/guardians.

3. At least annually, assess the extent to which American Indian students participate on an equal basis with other students in the district's education program and activities by:

   a. Sharing relevant information with tribes and parents/guardians related to the participation of American Indian students in the district's education program and activities

   b. Allowing tribes and parents/guardians the opportunity and time to review and comment on whether American Indian students participate on an equal basis with non-Indian students

4. At least annually, respond in writing to any comments and recommendations made by tribes or parents/guardians and disseminate the responses to the tribe and parents/guardians prior to the submission of the district's policies and procedures to the federal Impact Aid program director

5. Modify the district's policies and procedures as necessary based on any assessments or input from tribes or parents/guardians of Indian students

6. Annually provide a copy of the district's policy and procedures to the affected tribe(s)

The district shall annually review the district's procedures to ensure that they comply with law and are implemented by the district. If the district determines that its procedures do not comply with law, it shall revise the policy and procedures within 90 days of its determination. Within 30 days following any such revision, the district shall send a copy of the policy and procedures to the federal Impact Aid program director and the affected tribe(s). (34 CFR 222.94)

Records

The Superintendent or designee shall maintain records of any Impact Aid funds received by the district, including, but not limited to, data and certifications in support of funds received. Such records shall be maintained for three years after completion of the activity for which the funds are expended and, when requested, shall be provided to the appropriate federal authority. (20 USC 1232f, 7703; 34 CFR 222.9-222.10)

Legal Reference: (see next page)

IMPACT AID (continued)

Legal Reference:

UNITED STATES CODE, TITLE 20
1232f Records
1400-1482 Individuals with Disabilities Education Act
7701-7714 Impact Aid
CODE OF FEDERAL REGULATIONS, TITLE 2
200.0-200.521 Federal uniform grant guidance
CODE OF FEDERAL REGULATIONS, TITLE 34
222.1-222.196 Impact Aid programs, especially:
222.90-222.129 Impact Aid, special provisions for local educational agencies that claim children residing on Indian lands

Management Resources:

WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office of Impact Aid: https://www2.ed.gov/about/offices/list/oese/impactaid
U.S. Department of Education, Office of Indian Education: https://www2.ed.gov/about/offices/list/oese/oie

NEW REGULATION

CSBA POLICY GUIDE SHEET
October 2020

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

Board Policy 3280 - Sale or Lease of District-Owned Real Property

Policy updated to reflect **NEW LAW (SB 820, 2020)** which adds, until July 1, 2024, an exception to the requirement that boards appoint an advisory committee for the sale or lease of district-owned property if the property has not operated as an early childhood education facility or for elementary or secondary instruction, and **NEW LAW (SB 98, 2020)** which authorizes, until July 1, 2024, the proceeds from the sale or lease of property purchased entirely with local funds to be used for any one-time general fund purpose if certain conditions are met. Policy also adds material regarding the authorization for boards to meet in closed session with real property negotiators, the requirement to notify the Office of Public School Construction within 90 days if the district sells property that utilized funds received from a state school facilities program within the previous 10 years and the proceeds were not used for specified purposes, and conditions under which the State Allocation Board may require a return of the funds.

Board Policy 3530 - Risk Management/Insurance

Policy updated to address the basis upon which insurance decisions should be made and the provision of safety-related training and protective equipment for staff. Policy also updated to delete material regarding the removal of an insurance agent as being implicit in a governing board's authority and explicit in insurance contracts. Timeline for reporting to the board on risk management activities revised from twice a year to periodically to give boards flexibility based on district need.

Administrative Regulation 3530 - Risk Management/Insurance

Regulation updated to provide more detail in the list of risk management procedures, including examples of methods for identifying risks in district operations, the prioritization of risks based on frequency and potential impact, and examples of strategies to prevent loss. Regulation also adds optional language regarding the documentation of safety incidents.

Administrative Regulation 5113.11 - Attendance Supervision

Regulation updated to reflect the requirements to investigate complaints of violations of compulsory education laws, gather and transmit to the county superintendent of schools the number and type of referrals made to the SARB and of requests for petitions made to the juvenile court, and refer a matter to court if a parent/guardian continually and willfully fails to respond to SARB directives or services.

SALE, LEASE, RENTAL OF DISTRICT-OWNED REAL PROPERTY

The Board of Trustees believes that district facilities and resources should be utilized in the most economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities in order to ensure the efficient utilization of space and the effective delivery of instruction.

(cf. 1330 - Use of School Facilities)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7160 - Charter School Facilities)

Prior to the sale or lease of any surplus real property, t~~T~~The Board shall appoint a district advisory committee ~~prior to the sale or lease of any surplus real property~~ to advise the Board regarding the use or disposition of schools or school building space which is not needed for school purposes. ~~Rentals of surplus property not exceeding 30 days are exempted from this requirement. When the sale, lease, or rental of surplus property is for the purpose of teacher or other employee housing or for the offering of summer school by a private educational institution, t~~The Board may elect not to appoint a district advisory committee~~.~~ **for any of the following:** (Education Code ~~17387~~ **17388,** 17391)

1. **A rental of property for a period of time not exceeding 30 days**

2. **A lease or rental of surplus property to a private educational institution for the purpose of offering summer school**

3. **A sale, lease, or rental of surplus property to be used for teacher or other employee housing**

4. **Until July 1, 2024, a sale or lease of surplus property that has not previously operated, or was not constructed to be operated, as an early childhood education facility or a school for elementary or secondary instruction**

(cf. 1220 - Citizen Advisory Committees)

In addition, to ensure that the proposed disposition of the property conforms with any general plan adopted by ~~If~~ the local planning agency ~~has adopted a general~~ plan that affects or includes the area where the surplus property is located, the Board shall submit a report to the local planning agency describing the location of the surplus property and the purpose and extent of the proposed sale or lease. (Government Code 65402)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

The Board shall determine whether the sale or lease of the surplus property is subject to review under the California Environmental Quality Act. (Public Resources Code 21000-21177; 14 CCR 15061-15062)

The Board may meet in closed session with its real property negotiator prior to the sale or lease of real property by the district in order to grant its negotiator authority regarding the minimum price or rent and terms of the sale or lease. (Government Code 54956.8)

(cf. 9321 - Closed Session)

When selling or leasing district real property, the Board shall comply with the priorities and procedures specified in applicable law. (Education Code 17230, 17464, 17485-17499; Government Code 54222)

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)

~~In addition, when selling real property purchased, constructed, or modernized with funds received within the past 10 years from a school facilities funding program, the Board shall consider whether any of the proceeds from the sale will need to be returned to the State Allocation Board (SAB) pursuant to Education Code 17462.3.~~

Resolution of Intention to Sell or Lease

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regular, open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

(cf. 9320 – Meetings and Notices)
(cf. 9323.2 - Actions by the Board)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a newspaper exists. (Education Code 17469)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

At least 60 days prior to the public meeting, ~~T~~the Superintendent or designee shall take reasonable steps to provide **written** notification **of the public meeting, by certified mail,** to the former owners ~~of the property of the district's intent to sell it~~ **from whom the district acquired the property.** ~~in accordance with~~ (Education Code 17470)

Acceptance/Rejection of Bids

At the public meeting specified in the resolution of intention to sell or lease property, the Board shall open, examine, and declare all sealed bids. Before accepting written proposal, the Board shall call for oral bids in accordance with law. (Education Code 17472, 17473)

The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. If no proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

(cf. 1431 - Waivers)

Use of Proceeds

The Superintendent or designee shall ensure that proceeds from the sale or lease with an option to purchase of district surplus property are used for one-time expenditures and not for ongoing expenditures such as salaries and general operating expenses. (Education Code 17462; **2 CCR 1700**)

Proceeds from a sale of surplus district property shall **generally** be used for capital outlay or maintenance costs that the Board determines will not recur within a five-year period. **Proceeds from a lease of district property with an option to purchase may be deposited into a restricted fund for the routine repair of district facilities, as defined by the SAB, for up to a five-year period.** (Education Code 17462)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

~~Proceeds from a lease of district property with an option to purchase may be deposited into a restricted fund for the routine repair of district facilities, as defined by the SAB, for up to a five-year period. (Education Code 17462)~~

However, if ~~If~~ the Board and SAB determine that the district has no anticipated need for additional sites or building construction for the next 10 years and no major deferred maintenance requirements, the proceeds from the sale or lease with an option to purchase may be deposited in a special reserve fund for the future maintenance and renovation of school sites or in the district's general fund. ~~Proceeds from the sale or lease with option to purchase of district property may also be deposited in a special reserve fund for capital outlay or maintenance costs of district property that the Board determines will not recur within a five-year period.~~ (Education Code 17462)

(cf. 3100 - Budget)
(cf. 3460 - Financial Reports and Accountability)

In addition, until July 1, 2024, if district surplus property was purchased entirely with local funds, the proceeds from the sale or lease of the property, together with any personal property located on the property, may be deposited into the general fund of the district and may be used for any one-time general fund purpose. Before exercising this authority, the Board shall: (Education Code 17463.7)

1. **Submit to SAB documents certifying that the sale of real property does not violate the provisions of a local bond act and the real property is not suitable to meet projected school construction needs for the next 10 years**

2. **At a public meeting, adopt a plan for expending one-time resources from the sale or lease of the property which identifies the source and intended use of the surplus property proceeds and describes the reasons that the expenditure will not result in ongoing fiscal obligations for the district**

Whenever the district sells real property that was purchased, improved, or modernized with funds that were received from a state school facilities funding program within the previous 10 years, the district shall notify OPSC within 90 calendar days of the sale of the property if the proceeds from the sale are not used for capital outlay and the property is not sold to a charter school, another school district, a county office of education, or an agency that will use the property exclusively for the delivery of child care and development services. If SAB subsequently makes a finding that the sale is subject to Education Code 17462.3, the district shall return the funds to the SAB within 90 calendar days of the finding. (2 CCR 1702)

Legal Reference: (see next page)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

Legal Reference:

EDUCATION CODE
17219-17224 Acquisition of property not utilized as school site; nonuse payments; exemptions
17230-17234 Surplus property
17385 Conveyances to and from school districts
17387-17391 Advisory committees for use of excess school facilities
17400-17429 Leasing property
17430-17447 Leasing facilities
17453 Lease of surplus district property
17455-17484 Sale or lease of real property, especially:
17462.3 State Allocation Board program to reclaim funds
17485-17500 Surplus school playground (Naylor Act)
17515-17526 Joint occupancy
17527-17535 Joint use of district facilities
33050 Request for waiver
38130-38139 Civic Center Act
GOVERNMENT CODE
50001-50002 Definitions
54220-54232 Surplus land, especially:
54222 Offer to sell or lease property
54950-54963 Brown Act, especially:
54952 Legislative body, definition
PUBLIC RESOURCES CODE
21000-21177 California Environmental Quality Act
CODE OF REGULATIONS, TITLE 2
1700-1702 ~~Definitions related to s~~Surplus property; ***use of proceeds***
COURT DECISIONS
San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356
ATTORNEY GENERAL OPINIONS
94 Ops.Cal.Atty.Gen. 82 (2011)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Closing a School Best Practices Guide
OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS
Unused Site Program Handbook, December 2015
WEB SITES
CSBA: http://www.csba.org
California Department of Education, School Facilities Planning Division: http://www.cde.ca.gov/ls/fa
Coalition for Adequate School Housing: http://www.cashnet.org
Office of Public School Construction: http://www.dgs.ca.gov/opsc

Policy **WESTERN PLACER UNIFIED SCHOOL DISTRICT**
adopted: September 4, 2007 Lincoln, California
revised: May 3, 2011, June 2, 2015, December 19, 2017, April 6, 2021

RISK MANAGEMENT/INSURANCE

The Board of Trustees ~~strongly supports a risk management program that protects district resources and~~ **desires to** promotes the safety of students, staff, and the public **while protecting district resources. The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices.**

~~The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices.~~ The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection **against loss which may occur due to hazards facing the district.** ~~To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance or a combination of these means.~~

To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance, or a combination of these means. Decisions regarding the means of insuring the district shall be based on a careful analysis of past claims records indicating the frequency and magnitude of losses and a prediction of future losses.

~~The Board reserves the right to remove an insurance agent of record or a participating agent whenever, in the judgment of the Board, such action becomes desirable for the best interests of the district.~~

To ~~attempt to~~ minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall ~~ensure that~~ **enforce** these policies and related procedures ~~are enforced~~ fairly and consistently. **The Superintendent or designee shall provide safety-related training and protective equipment to staff as appropriate for their position.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3320 - Claims and Actions Against the District)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4119.11/4219.11/4319.11- Sexual Harassment)
~~*(cf. 4132/4232/4332 - Publication or Creation of Materials)*~~
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
~~*(cf. 4158/4258/4358 - Employee Security)*~~
(cf. 5142 - Safety)
~~*(cf. 5141.4 - Child Abuse Prevention and Reporting)*~~
(cf. 5145.3 - Nondiscrimination/Harassment)

RISK MANAGEMENT/INSURANCE (continued)

(cf. 5145.7 - Sexual Harassment)
~~*(cf. 6162.6 - Use of Copyrighted Materials)*~~
(cf. 9260 - Legal Protection)

The Superintendent or designee shall **periodically** report to the Board ~~twice a year~~ on the district's risk management activities**, including, but not limited to, the district's property and liability risks and exposures and the effectiveness of the district's risk management and loss control practices.**

Legal Reference:

EDUCATION CODE
17029.5 Contract funding; board liability
17565-17592 Board duties re property maintenance and control
32350 Liability on equipment loaned to district
35162 Power to sue, be sued, hold and convey property
35200-35214 Liabilities, especially:
35208 Liability insurance
35211 Driver training civil liability insurance
35213 Reimbursement for loss, destruction or damage of personal property
35214 Liability self-insurance
35331 Medical or hospital service for students on field trip
*39837 Transportation of ~~pupils~~ **students** to places of summer employment*
41021 Requirement for employees' indemnity bonds
44873 Qualifications for physician (liability coverage)
49470-49474 District medical services and insurance
GOVERNMENT CODE
820.9 Board members not vicariously liable for injuries caused by district
831.7 Hazardous recreational activities
989-991.2 Local public entity insurance
LABOR CODE
3200-4855 Workers' compensation

Management Resources:

WEB SITES
California Association of Joint Powers Authorities: https://www.cajpa.org
California Association of School Business Officials: https://www.casbo.org
California Department of Industrial Relations, Division of Occupational Safety and Health: https://www.dir.ca.gov/dosh
Public Agency Risk Management Association: https://www.parma.com

RISK MANAGEMENT/INSURANCE

Risk Management

The Superintendent or designee, **in consultation with risk management, insurance, safety, or other professionals as appropriate,** shall ~~take action to~~:

1. Identify the risks inherent in ~~the operation of~~ district **operations and** programs, **including physical sites, educational and experiential programs, computer networks and systems, employment and staffing, and transportation services, using methods that may include, but are not limited to, physical inspections, surveys, staff interviews, compliance reviews, contract reviews, review of policies and procedures, and consultation with experts**

2. ~~Assess the above risks and keep records of accidents, losses and damage~~ **Analyze, evaluate, and prioritize identified risks based on the frequency and likelihood of the risk and the potential impact to the district**

3. **Develop strategies to reduce or mitigate identified risks, such as new or modified policies, processes, or procedures; training or loss prevention programs; and/or additional or repairs to equipment, real property, computer networks, or other physical assets**

4. **Implement strategies to promote safety and prevent loss, taking into account the nature of the risks, the associated exposures, and the costs and benefits associated with the proposed response**

~~3.~~5. Mitigate **potential** ~~risks through loss control and safety related~~ loss following an incident through activities **such as effective claims management, litigation management, disaster recovery, or a modified duty program for workers' compensation**

~~4. Determine the extent to which risks should be assumed by the district or covered by the purchase of insurance or pooling with other districts~~

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1330 - Use of School Facilities)
(cf. 4157/4257/4357- Employee Safety)
(cf. 5142 - Safety)

RISK MANAGEMENT/INSURANCE (continued)

The Superintendent or designee shall advise the Governing Board of any needed action requiring Board approval.

Following any incident resulting in potential or actual harm or injury to a person or damage to property, staff shall promptly document the date and time of the incident, a description of the incident, and any persons present.

Employees are expected to take reasonable precautions for the care and safety of the school equipment with which they have been entrusted. Employees may be held responsible for recurring damage or losses that occur due to their negligence or lack of supervision. Responsibilities related to safety and loss control shall be included in employee job descriptions.

~~*(cf. 0450 - Comprehensive Safety Plan)*~~
~~*(cf. 1240 - Volunteer Assistance)*~~
~~*(cf. 1330 - Use of School Facilities)*~~
~~*(cf. 3400 - Management of District Assets/Accounts)*~~
~~*(cf. 3430 - Investing)*~~
~~*(cf. 3440 - Inventories)*~~
~~*(cf. 3512 - Equipment)*~~
~~*(cf. 3514 - Environmental Safety)*~~
~~*(cf. 3514.1 - Hazardous Substances)*~~
~~*(cf. 3515.4 - Recovery for Property Loss or Damage)*~~
~~*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*~~
~~*(cf. 3541.1 - Transportation for School-Related Trips)*~~
~~*(cf. 3543 - Transportation Safety and Emergencies)*~~
~~*(cf. 4112.42/4212.42/4312.43 - Drug and Alcohol Testing for School Bus Drivers)*~~
~~*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*~~
~~*(cf. 4157/4257/4357 - Employee Safety)*~~
~~*(cf. 4212.5 - Criminal Record Check)*~~
~~*(cf. 5131.1 - Bus Conduct)*~~
~~*(cf. 5131.61 - Drug Testing)*~~
~~*(cf. 5141 - Health Care and Emergencies)*~~
~~*(cf. 5141.22 - Infectious Diseases)*~~
~~*(cf. 5142 - Safety)*~~
~~*(cf. 6145.2 - Athletic Competition)*~~
~~*(cf. 6153 - School-Sponsored Trips)*~~
~~*(cf. 9260 - Legal Protection)*~~

Insurance

Insurance **or risk pooled** coverage shall include, but ~~may~~ not be limited to:

1. Liability insurance (Education Code 35200-35214)

2. ~~Fire insurance for buildings, equipment, and vehicles~~ **Insurance against fire or other property damage** (Education Code 17565)

RISK MANAGEMENT/INSURANCE (continued)

3. Workers' compensation insurance (Labor Code 3700)

4. Fidelity bond insurance **for employees whose duty includes handling district funds, and other employees as needed** (Education Code 41021)

(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 5143 - Insurance)

~~A suitable bond indemnifying the district against loss shall be purchased for employees responsible for handling district funds and may be purchased for employees responsible for handling district property. The district shall bear the cost of this bonding. (Education Code 41021)~~

~~*(cf. 1330 - Use of School Facilities)*~~
~~*(cf. 4154/4254/4354 - Health and Welfare Benefits)*~~
~~*(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)*~~
~~*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*~~
~~*(cf. 5143 - Insurance)*~~
~~*(cf. 9260 - Legal Protection)*~~

ATTENDANCE SUPERVISION

The Superintendent or designee shall appoint an attendance supervisor and any assistant attendance supervisor(s) as may be necessary to supervise the attendance of district students. (Education Code 48240, **48242**)

~~The Superintendent or designee shall ensure that a~~Any person appointed as an attendance supervisor ~~has been~~ **shall be appropriately** certificated ~~for~~ **to perform** the work ~~by the County Board of Education~~. (Education Code 48241, 48245)

~~Such~~ **Attendance** supervisors shall perform duties related to compulsory full-time education, truancy, compulsory continuation education, work permits, and any additional duties prescribed by the Superintendent or designee. (Education Code 48240)

(cf. 5112.1 - Exemptions from Attendance)
(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5113.2 - Work Permits)
(cf. 6184 - Continuation Education)

The attendance supervisor shall promote a culture of attendance and establish a system to accurately track student attendance in order to achieve all of the following: ~~(Education Code 48240)~~

1. Raise the awareness of school personnel, parents/guardians, caregivers, community partners, and local businesses of the effects of chronic absenteeism and truancy and other challenges associated with poor attendance

2. Identify and respond to grade level or student subgroup patterns of chronic absenteeism or truancy

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)

3. Identify and address factors contributing to chronic absenteeism and habitual truancy, including suspension and expulsion

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

4. Ensure that students with attendance problems are identified as early as possible to provide applicable support services and interventions

ATTENDANCE SUPERVISION (continued)

5. Evaluate the effectiveness of strategies implemented to reduce chronic absenteeism rates and truancy rates

(cf. 0500 - Accountability)

The attendance supervisor may provide support services and interventions, including, but not limited to, the following: (Education Code 48240)

1. A conference between school personnel, the student's parent/guardian, and the student

2. Promotion of cocurricular and extracurricular activities that increase student connectedness to school, such as tutoring, mentoring, the arts, service learning, or athletics

(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.6 - Visual and Performing Arts)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

3. Recognition of students who achieve excellent attendance or demonstrate significant improvement in attendance

(cf. 5126 - Awards for Achievement)

4. Referral of the student to a school nurse, school counselor, school psychologist, school social worker, and other student support personnel for case management and counseling

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

5. Collaboration with child welfare services, law enforcement, courts, public health care agencies, government agencies, or medical, mental health, and oral health care providers to receive necessary services

(cf. 1020 - Youth Services)

6. Collaboration with school study teams, guidance teams, school attendance review teams, or other intervention-related teams to assess the attendance or behavior problem in partnership with the student and ~~his/her~~ **the student's** parents/guardians or caregivers

(cf. 6164.5 - Student Success Teams)

ATTENDANCE SUPERVISION (continued)

7. In schools with significantly higher rates of chronic absenteeism, identification of barriers to attendance that may require schoolwide strategies rather than case management

8. Referral of the student for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program for a student with disabilities or creating a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

9. Referral of the student to a school attendance review board **(SARB)** established pursuant to Education Code 48321 or to the probation department pursuant to Education Code 48263

(cf. 5113.12 - District School Attendance Review Board)

10. Referral of the student to a truancy mediation program operated by the county's district attorney or probation officer pursuant to Education Code 48260.6

Upon receiving any complaint that a parent/guardian or other person having control or charge of a student has violated Education Code 48200-48341, the state compulsory education laws, the attendance supervisor shall investigate the matter and, if a violation is found, shall recommend referral to a SARB. If the district is subsequently notified by the SARB that the parent/guardian continually and willfully has failed to respond to directives of the SARB or the services provided, the attendance supervisor shall refer the matter for possible prosecution in court in accordance with Education Code 48291-48292 as applicable. (Education Code 48290-48292)

The attendance supervisor shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

The attendance supervisor shall annually report student attendance data to the Superintendent or designee and the Governing Board. Such data shall include, by school, grade level, and each numerically significant student subgroup as defined in Education Code 52052, rates of school attendance, chronic absence in which students are absent on 10 percent of more of the school days in the school year, and dropout.

(cf. 5147 - Dropout Prevention)

Legal Reference: (see next page)

ATTENDANCE SUPERVISION (continued)

Legal Reference:

EDUCATION CODE
1740 Employment of personnel to supervise attendance (county superintendent)
37223 Weekend classes
46000 Records (attendance)
46010-46014 Absences
46110-46119 Attendance in kindergarten and elementary schools
46140-46147 Attendance in junior high and high schools
48200-48208 Children ages 6-18 (compulsory full-time attendance)
48240-48246 Supervisors of attendance
48260-48273 Truants
48290-48297 Failure to comply; complaints against parents
48320-48325 School attendance review boards
48340-48341 Improvement of student attendance
48400-48403 Compulsory continuation education
52060-52077 Local control and accountability plan
60901 Chronic absence
PENAL CODE
270.1 Chronic truancy; parent/guardian misdemeanor
WELFARE AND INSTITUTIONS CODE
601-601.4 Habitually truant minors
11253.5 Compulsory school attendance
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-421 Record of verification of absence due to illness and other causes

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
School Attendance Review Board Handbook, 2015
School Attendance Improvement Handbook, 2000
WEB SITES
CSBA: http://www.csba.org
Attendance Works: http://www.attendanceworks.org
California Association of Supervisors of Child Welfare and Attendance: http://www.cascwa.org
California Department of Education: http://www.cde.ca.gov