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
Criste Freymond – Clerk
Jason Price – Member
April Nitsos – Member

DISTRICT ADMINISTRATION

Kerry Callahan, Superintendent
Scott Pickett, Assistant Superintendent of Educational Services
Cliff De Graw, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations

	STUDENT ENROLLMENT		
School	2019-2020 CALPADS	9/1/2021	10/6/2021
Sheridan Elementary (K-5)	64	66	67
First Street Elementary (K-5)	447	393	392
Carlin C. Coppin Elementary (K-5)	441	396	393
Creekside Oaks Elementary (K-5)	609	443	444
Twelve Bridges Elementary (K-5)	652	650	650
Foskett Ranch Elementary (K-5)	412	335	334
Lincoln Crossing Elementary (K-5)	698	408	410
Scott Leaman Elementary (K-5)		479	480
Glen Edwards Middle School (6-8)	869	808	807
Twelve Bridges Middle School (6-8)	830	855	852
Lincoln High School (9-12)	2,071	1,660	1,643
Twelve Bridges High School (9-10)		567	568
Phoenix High School (10-12)	84	123	127
Atlas (K-12) (new 2019-2020)	40	86	88
SDC Program (18-22)	11	18	17
Non-Public Schools	31	30	30
TOTAL	**7259**	**7,317**	**7,302**

SDC Pre-School	
Foskett Ranch	10
First Street/LIP	41
SLE	17

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

October 19, 2021

Lincoln High School – Performing Arts Theater

790 J Street, Lincoln, CA 95648

AGENDA

2021-2022 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.

Per Placer County Public Health's (PCPH) and California Department of Public Health's (CDPH) recent health warning, **masks are required indoors** for all individuals, regardless of vaccination status, in K-12 school settings. Therefore, **masks will be required by all** in order to enter the School Board Meeting.

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 in person or by teleconference, as they deem necessary. This meeting will be held in person.

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

5:00 P.M. START

1. **CALL TO ORDE/ROLL CALL** – Lincoln High School – Performing Arts Theater

2. **COMMUNICATION FROM THE PUBLIC**

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

5:05 P.M.

3. **CLOSED SESSION** – Lincoln High School – Room 4C

3.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Kerry Callahan, Superintendent
~Scott Pickett, Assistant Superintendent of Educational Services
~Cliff De Graw, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

3.2 PERSONNEL

a. Employee Employment/Discipline/Dismissal/Release
b. Public Employee Performance: Goal Setting - Superintendent

3.3 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION -**
Legal counsel pursuant to government code section 54956.9- anticipated litigation regarding COVID-19

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – Lincoln High School, Performing Arts Theater.
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1 ***Page 9*** **- CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Kerry Callahan, Superintendent
~Scott Pickett, Assistant Superintendent of Educational Services
~Cliff De Graw, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

4.2 ***Page 10*** **- PERSONNEL**
a. Employee Employment/Discipline/Dismissal/Release
b. Public Employee Performance: Goal Setting - Superintendent

4.3 ***Page 12*** **- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Legal counsel pursuant to government code section 54956.9- anticipated litigation regarding COVID-19

5. ***Page 14-77*** **- CONSENT AGENDA**

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

5.1 Certificated Personnel Report
5.2 Classified Personnel Report
5.3 Approval of Request of Unpaid Leave of Absence
5.4 Ratification of Contract with East Bay Restaurant Supply, Inc. and Western Placer Unified School District
5.5 Ratification of Contract between Point Break and Glen Edwards Middle School
5.6 Approve Quotation between Citrus Heights Saw & Mower and Western Placer Unified School District
5.7 Approval School Impact Mitigation Agreement with Lennar Homes (Fullerton Ranch Development)
5.8 Disposal of Surplus Items
5.9 Ratification of Memorandum of Understanding between Placer County Office of Education and Western Placer Unified School District
5.10 Ratification of Memorandum of Understanding between Placer County Office of Education and Western Placer Unified School District
5.11 Ratification of Memorandum of Understanding between Placer County Office of Education and Western Placer Unified School District

5.12 Overnight Field Trips
5.13 Approve Contract with Diligent
Roll call vote:

6. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Ariana Dolan
- Twelve Bridges High School Student Advisory – Kylie Linthicum
- Western Placer Teacher's Association – Tim Allen
- Western Placer Classified Employee Association – Jim Houck
- Superintendent – Kerry Callahan

7. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

7.1 Action ***Page 84*** **– ADOPT WESTERN PLACER UNIFIED SCHOOL DISTRICT ESSER III EXPENDITURE PLAN– Kilpatrick** (*21-22 G & O Component I, II, III, IV, V)*

7.2 Discussion/ Action ***Page 108*** **– RESOLUTION #21/22.11 TO SUPPORT LOCAL DECISION-MAKING AUTHORITY AND REQUEST MODIFICATIONS TO THE GOVERNOR'S VACCINATION MANDATE– Callahan** (*21-22 G & O Component I, II, III, IV, V)*
Roll call vote:

8. COMMUNICATION FROM THE PUBLIC

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

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- **School Safety**
- **Health**
- Lee (Leland) Basham – naming of theater at LHS

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **November 2, 2021** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room
- **November 16, 2021** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

11. ADJOURNMENT

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

Posted: 101521
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DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **Lincoln High School – Room 4C**
Date: **Tuesday, October 19, 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:
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Kerry Callahan, Superintendent
Scott Pickett, Assistant Superintendent of Educational Services
Cliff De Graw, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent Business and Operations

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Kerry Callahan
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 19, 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

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SUBJECT:
PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ DISMISSAL/RELEASE

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Cliff De Graw
Assistant Superintendent

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 19, 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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Public Employee Performance: Goal Setting - Superintendent

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Board of Trustees

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
October 19, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regards to the Performance: Goal Setting of the Superintendent.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose any action taken in closed session in regards to the Public Employee Performance: Goal Setting.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED AND EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

REQUESTED BY:
Kerry Callahan, Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 19, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Anticipated and Existing litigation as authorized by Government Code Section 54956.9.

RECOMMENDATION:

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

wp/rk/factform

CONSENT AGENDA ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Cliff De Graw
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
October 19, 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

October 19, 2021

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. Name: Nicole Hackett
   Position: District Psychologist
   FTE: 1.0 FTE
   Effective: 9/27/21
   School Site: Lincoln Crossing Elementary School
2. Name: Michael Ledbetter
   Position: Temporary Continuation High School Teacher
   FTE: 1.0 FTE
   Effective: October 4, 2021
   School Site: Phoenix High School
3. Name: Mayra Nieves
   Position: Special Day Pre-school Teacher
   FTE: 1.0 FTE
   Effective: October 7, 2021
   School Site: Foskett Ranch Elementary School

REQUEST FOR LEAVE OF ABSENCE:

1. Name: Cassandra Killingsworth
   Position: High School Teacher
   FTE: 1.0 FTE
   Effective: January 19, 2022
   School Site: Lincoln High School
2. Name: Kelly Ward
   Position: High School English Teacher
   FTE: 1.0 FTE
   Effective: December 13, 2021
   School Site: Lincoln High School

REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS): None

TRANSFERS: None

RESIGNATIONS: None

RETIREMENTS: None

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Cliff De Graw
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
October 19, 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

October 19, 2021

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Shawn Quinn
   Position: Technology Support Technician II
   FTE: 8.0 hours
   Days: 12 Months
   Effective: September 28, 2021
   Site: Tech Dept.

2. Name: Camille McDonnell
   Position: Campus/Cafeteria Supervisor
   FTE: 1.0 hours
   Days: 10 Months
   Effective: October 01, 2021
   Site: Sheridan Elementary

3. Name: Zachary Martinez
   Position: Intervention Services Provider
   FTE: 7.5 hours
   Days: 10 Months
   Effective: October 01, 2021
   Site: Phoenix High School

4. Name: Ramon Gonzalez
   Position: Grounds Maintenance Worker
   FTE: 8.0 hours
   Days: 12 Months
   Effective: October 01, 2021
   Site: Twelve Bridges High School

5. Name: Alfonso Vargas
   Position: Grounds Maintenance Worker
   FTE: 8.0 hours
   Days: 12 Months
   Effective: October 01, 2021
   Site: Lincoln High School

6. Name: Justyne Ruiz
   Position: Food Service Assistant
   FTE: 3.0 hours
   Days: 10 Months
   Effective: October 01, 2021
   Site: Twelve Bridges Middle School

7. Name: Christine Fayre
   Position: Food Service Assistant
   FTE: 3.5 hours
   Days: 10 Months
   Effective: October 04, 2021
   Site: Creekside Oaks Elementary

NEW HIRES CONTINUED:

8. Name: Katie Usher
   Position: Paraprofessional
   FTE: 5.66 hours
   Days: 10 Months
   Effective: October 06, 2021
   Site: Lincoln High School

9. Name: Marisa Rodriguez
   Position: Paraprofessional
   FTE: 6.5 hours
   Days: 10 Months
   Effective: October 06, 2021
   Site: Twelve Bridges High School

10. Name: Brian Morel
    Position: Food Service Assistant
    FTE: 3.5 hours
    Days: 10 Months
    Effective: October 07, 2021
    Site: Foskett Ranch Elementary

11. Name: Rebecca Dukes
    Position: District Office Clerk
    FTE: 4.0 hours
    Days: 10 Months
    Effective: October 11, 2021
    Site: District Office

12. Name: Julie Russell
    Position: Food Service Lead
    FTE: 5.5 hours
    Days: 10 Months
    Effective: October 11, 2021
    Site: Foskett Ranch Elementary

TRANSFER/PROMOTIONS:

1. Name: Kathryn Allison
   Position: Paraprofessional
   FTE: 6.0 hours
   Days: 10 Months
   Effective: October 01, 2021
   Site: Twelve Bridges Middle School

2. Name: Kathleen Hart
   Position: Campus/Cafeteria Supervisor
   FTE: .50 hours
   Days: 10 Months
   Effective: September 17, 2021
   Site: Foskett Ranch Elementary

3. Name: Holly Shima
   Position: District Office Receptionist/Clerk
   FTE: 8.0 hours
   Days: 12 Months
   Effective: October 01, 2021
   Site: District Office

TRANSFER/PROMOTIONS CONTINUED:

4. Name: April LaMontagne
   Position: School Secretary II
   FTE: 6.0 hours
   Days: 11 Months
   Effective: October 09, 2021
   Site: ATLAS

5. Name: Sandra Yoder
   Position: Paraprofessional
   FTE: 6.0 hours
   Days: 10 Months
   Effective: October 18, 2021
   Site: Lincoln Crossing Elementary

6. Name: Jennifer Bailey
   Position: Paraprofessional
   FTE: 6.0 hours
   Days: 10 Months
   Effective: October 11, 2021
   Site: Scott M. Leaman Elementary

7. Name: Amanda Thompson
   Position: Food Service Assistant
   FTE: 3.75 hours
   Days: 10 Months
   Effective: October 04, 2021
   Site: Lincoln High School

8. Name: Carla O'Brien
   Position: Special Education Clerk
   FTE: 7.0 hours
   Days: 12 Months
   Effective: October 08, 2021
   Site: District Office

9. Name: Melissa Flores Uraga
   Position: Campus/Cafeteria Supervisor
   FTE: 2.0 hours
   Days: 10 Months
   Effective: October 18, 2021
   Site: Creekside Oaks Elementary

ADDITIONAL POSITION/INCREASE OF HOURS:

1. Name: Melissa Flores Uraga
   Position: Bilingual Instructional Aide
   FTE: 2.0 hours
   Days: 10 Months
   Effective: October 04, 2021
   Site: Creekside Oaks Elementary

2. Name: Martha Mora Pina
   Position: Bilingual Intervention Services Provider
   FTE: 1.42 hours
   Days: 10 Months
   Effective: October 01, 2021
   Site: Creekside Oaks Elementary

ADDITIONAL POSITION/INCREASE OF HOURS:

3. Name: Desiree Chance
   Position: Campus/Cafeteria Supervisor
   FTE: .34 hours
   Days: 10 Months
   Effective: October 01, 2021
   Site: Twelve Bridges Elementary

4. Name: Sandra Ruiz
   Position: Campus/Cafeteria Supervisor
   FTE: .34 hours
   Days: 10 Months
   Effective: October 01, 2021
   Site: Lincoln Crossing Elementary

5. Name: Sruti Vadgama
   Position: Instructional Aide
   FTE: 2.0 hours
   Days: 10 Months
   Effective: October 06, 2021
   Site: Glen Edwards Middle School

6. Name: Victoria Croall
   Position: Short Term Instructional Aide
   FTE: 1.0 hour
   Effective: October 12, 2021-June 10, 2022
   Site: Carlin C Coppin Elementary

7. Name: Angela Kutsch
   Position: Short Term Instructional Aide
   FTE: 2.0 hour
   Effective: October 12, 2021-June 10, 2022
   Site: Creekside Oaks Elementary

8. Name: Leah Fremgen
   Position: Short Term Instructional Aide
   FTE: 1.0 hour
   Effective: October 12, 2021-June 10, 2022
   Site: Lincoln Crossing Elementary

9. Name: Elaine Borba
   Position: Paraprofessional
   FTE: 6.5 hours
   Days: 10 Months
   Effective: October 01, 2021
   Site: Twelve Bridges High School

REHIRE: None

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave): None

REQUEST FOR LEAVE OF ABSENCE: None

RESIGNATIONS:

1. Name: April LaMontagne
   Position: After School Program Facilitator
   Effective: October 01, 2021
   Site: Sheridan Elementary

2. Name: April LaMontagne
   Position: Health Clerk
   Effective: October 08, 2021
   Site: Scott M. Leaman Elementary

3. Name: Victor Montano
   Position: Custodian/Groundsman
   Effective: September 27, 2021
   Site: Twelve Bridges Middle School

RETIREMENTS: None

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Approval of Request for Unpaid Leave of Absence

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Cliff De Graw
Assist. Superintendent, Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General

MEETING DATE:
October 19, 2021

ROLL CALL REQUIRED:
Yes

BACKGROUND:

See Attached

RECOMMENDATION:

Administration recommends that the Board approves this leave request.

REQUEST FOR UNPAID LEAVE OF ABSENCE:

1. Name: Rebecca Ruiz
   Position: Paraprofessional & Campus/Cafeteria Supervisor
   FTE: 6.34 hours
   Effective: September 28, 2021 and ending 3-6 months later
   Site: Twelve Bridges Elementary

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract with East Bay Restaurant Supply, Inc. and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

ESSER II/Cafeteria Fund

MEETING DATE:

October 19, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract quotes are for East Bay Restaurant Supply to replace non-repairable equipment and to meet the capacity needed for the increasing number of free meals served at Lincoln High School, Creekside Oaks Elementary School, Carlin C. Coppin Elementary School, and Twelve Bridges High School. The total amount for the four quotes of $79,494.21 will be paid for with ESSER II funds ($7505.00 LHS) and the balance from the Cafeteria Fund.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between East Bay Restaurant Supply and Western Placer Unified School District.

East Bay
RESTAURANT SUPPLY, INC.
SINCE 1934

Quote

10/01/2021

Project:
Western Placer USD Lincoln High School

:
East Bay Restaurant Supply, Inc.
Diane Read
49 Fourth Street
Oakland, CA 94607
(510) 465-4300
916-704-1810 (Contact)

Project Code: 74622 Job Reference Number: 70265

Item	Qty	Description	Sell	Sell Total
1	1 ea	**REACH-IN FREEZER**	$7,405.00	$7,405.00
		True Mfg. - General Foodservice Model No. T-72F-HC Freezer, reach-in, three-section, -10°F, (3) stainless steel doors, (9) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 3/4 HP, 115v/60/1-ph, 14.0 amps, NEMA 5-20P, cULus, UL EPH Classified, Made in USA		
	1 ea	NOTE: Effective 7/1/21, all True pricing is tentative based on final production dates of units ordered. Any units ordered that will be produced after November 1, 2021 but before January 1, 2022 will be subject to the new November 1, 2021 List Prices (+7%). Any units ordered that will be produced on or after January 1, 2022 will be subject to the new January 1, 2022 List Prices (+12% over Nov21$). True will confirm price at time of order. For more information, please contact your True representative.		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Left door hinged left, center & right doors hinged right, standard		
	1 ea	4" stem castors, standard (adds 5" to OA height)		
			ITEM TOTAL:	**$7,405.00**

Item	Qty	Description	Sell	Sell Total
2	2 ea	**MOBILE HEATED CABINET** Cres Cor Model No. H138S1834D Cabinet, Mobile Heated, insulated, top-mount heater assembly, recessed push/pull handle, magnetic latch, channel pan slides hold (32) 18" x 26" pans on 1-1/2" centers, anti-microbial latches, reversible dutch doors, (4) heavy duty 5" swivel casters (2) braked, stainless steel construction, NSF, cCSAus, ENERGY STAR® 1 UNIT HINGED ON THE RIGHT 1 UNIT HINGED ON THE LEFT	$4,723.00	$9,446.00
	2 ea	Standard Warranty: 1 year labor with 3 year parts warranty		
	2 ea	120v/60/1-ph, 1.5 kW, 12.0 amp, 10 ft power cord, NEMA 5-15P, standard		
	2 ea	Right-hand door swing (top & bottom doors), standard		
			ITEM TOTAL:	**$9,446.00**
3	1 ea	**HEATED CABINET, HALF-SIZE** Cres Cor Model No. H137SUA6D Cabinet, Mobile Heated, half-size, insulated, top-mount heater assembly, magnetic latch, (6) sets of chrome plated wire universal angles on 4-1/2" centers adjustable 1-1/2" centers, field reversible door, solid state electronic control, LED digital display, (4) 5" swivel casters (2) braked, anti-microbial latches, stainless steel construction, NSF, cCSAus, ENERGY STAR®	$3,081.00	$3,081.00
	1 ea	Standard Warranty: 1 year labor with 3 year parts warranty		
	1 ea	120v/60/1-ph, 1.0 kW, 8.0 amp, 10 ft. power cord, standard		
			ITEM TOTAL:	**$3,081.00**
4	1 ea	**REACH-IN REFRIGERATOR** True Mfg. - General Foodservice Model No. T-49-HC Refrigerator, reach-in, two-section, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®	$4,276.00	$4,276.00
	1 ea	NOTE: Effective 7/1/21, all True pricing is tentative based on final production dates of units ordered. Any units ordered that will be produced after November 1, 2021 but before January 1, 2022 will be subject to the new November 1, 2021 List Prices (+7%). Any units ordered that will be produced on or after January 1, 2022 will be subject to the new January 1, 2022 List Prices (+12% over Nov21$). True will confirm price at time of order. For more information, please contact your True representative.		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Left door hinged left, right door hinged right standard		
	1 ea	4" stem castors, standard (adds 5" to OA height)		
			ITEM TOTAL:	**$4,276.00**

Item	Qty	Description	Sell	Sell Total
6		**THE FREIGHT AMOUNT BELOW INCLUDES DELIVERY, SET IN PLACE AND REMOVAL OF THE FOLLOWING:** **1 EA 2 DOOR REFRIGERATOR** **1 EA MILK BOX** **LEAD TIME FOR ALL EQUIPMENT WILL BE 4-6 WEEKS MAXIMUM.**		

Merchandise	$24,208.00
Freight	$1,700.00
Tax 7.25%	$1,755.08
Total	$27,663.08

Acceptance: _____ Date: 9/30/21

Printed Name: Audrey Kilpatrick

Asst Supt of Business Svs and Operations

Project Grand Total: $27,663.08

Quote

09/29/2021

Project:
Western Placer USD Creekside Oakes Elementary

:
East Bay Restaurant Supply, Inc.
Diane Read
49 Fourth Street
Oakland, CA 94607
(510) 465-4300
916-704-1810 (Contact)

Project Code: 74622 Job Reference Number: 70265

Item	Qty	Description	Sell	Sell Total
1	1 ea	**REACH-IN FREEZER**	$5,632.00	$5,632.00
		 True Mfg. - General Foodservice Model No. T-49F-HC Freezer, reach-in, two-section, -10°F, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1 HP, 115v/60/1-ph, 9.6 amps, NEMA 5-15P, Made in USA, cULus, UL EPH Classified, ENERGY STAR®		
	1 ea	NOTE: Effective 7/1/21, all True pricing is tentative based on final production dates of units ordered. Any units ordered that will be produced after November 1, 2021 but before January 1, 2022 will be subject to the new November 1, 2021 List Prices (+7%). Any units ordered that will be produced on or after January 1, 2022 will be subject to the new January 1, 2022 List Prices (+12% over Nov21$). True will confirm price at time of order. For more information, please contact your True representative.		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Left door hinged left, right door hinged right standard		
	1 ea	4" stem castors, standard (adds 5" to OA height)		
			ITEM TOTAL:	**$5,632.00**

Item	Qty	Description	Sell	Sell Total
2	1 ea	**MOBILE HEATED CABINET**	$4,723.00	$4,723.00



Cres Cor Model No. H138S1834D
Cabinet, Mobile Heated, insulated, top-mount heater assembly, recessed push/pull handle, magnetic latch, channel pan slides hold (32) 18" x 26" pans on 1-1/2" centers, anti-microbial latches, reversible dutch doors, (4) heavy duty 5" swivel casters (2) braked, stainless steel construction, NSF, cCSAus, ENERGY STAR®

1 ea Standard Warranty: 1 year labor with 3 year parts warranty

1 ea 120v/60/1-ph, 1.5 kW, 12.0 amp, 10 ft power cord, NEMA 5-15P, standard

1 ea Right-hand door swing (top & bottom doors), standard

ITEM TOTAL: $4,723.00

3 **THE FREIGHT AMOUNT BELOW INCLUDES DELIVERY, SET IN PLACE AND REMOVAL OF THE FOLLOWING:**
1 EA 2 DOOR FREEZER
1 EA HEATED CABINET

LEAD TIME FOR ALL EQUIPMENT WILL BE 4-6 WEEKS MAXIMUM.

Merchandise	$10,355.00
Freight	$300.00
Tax 7.25%	$750.74
Total	$11,405.74

Acceptance: _____ Date: 9/30/21

Printed Name: Audrey Kilpatrick

Project Grand Total: $11,405.74

Asst Supt of Business Svs and Operations

Quote

09/29/2021

Project:
Western Placer USD Carlin C. Copin

:
East Bay Restaurant Supply, Inc.
Diane Read
49 Fourth Street
Oakland, CA 94607
(510) 465-4300
916-704-1810 (Contact)

Project Code: 74622 Job Reference Number: 70265

Item	Qty	Description	Sell	Sell Total
1	1 ea	**REACH-IN FREEZER**	$5,467.65	$5,467.65
		 True Mfg. - General Foodservice Model No. T-49F-HC Freezer, reach-in, two-section, -10°F, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1 HP, 115v/60/1-ph, 9.6 amps, NEMA 5-15P, Made in USA, cULus, UL EPH Classified, ENERGY STAR®		
	1 ea	NOTE: Effective 7/1/21, all True pricing is tentative based on final production dates of units ordered. Any units ordered that will be produced after November 1, 2021 but before January 1, 2022 will be subject to the new November 1, 2021 List Prices (+7%). Any units ordered that will be produced on or after January 1, 2022 will be subject to the new January 1, 2022 List Prices (+12% over Nov21$). True will confirm price at time of order. For more information, please contact your True representative.		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Left door hinged left, right door hinged right standard		
	1 ea	4" stem castors, standard (adds 5" to OA height)		
			ITEM TOTAL:	**$5,467.65**

Total:

Item	Qty	Description	Sell	Sell Total
2	1 ea	**REACH-IN REFRIGERATOR**	$4,276.00	$4,276.00
		 True Mfg. - General Foodservice Model No. T-49-HC Refrigerator, reach-in, two-section, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®		
	1 ea	NOTE: Effective 7/1/21, all True pricing is tentative based on final production dates of units ordered. Any units ordered that will be produced after November 1, 2021 but before January 1, 2022 will be subject to the new November 1, 2021 List Prices (+7%). Any units ordered that will be produced on or after January 1, 2022 will be subject to the new January 1, 2022 List Prices (+12% over Nov21$). True will confirm price at time of order. For more information, please contact your True representative.		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Left door hinged left, right door hinged right standard		
	1 ea	4" stem castors, standard (adds 5" to OA height)		
			ITEM TOTAL:	**$4,276.00**
3	1 ea	**MOBILE HEATED CABINET**	$4,723.00	$4,723.00
		 Cres Cor Model No. H138S1834D Cabinet, Mobile Heated, insulated, top-mount heater assembly, recessed push/pull handle, magnetic latch, channel pan slides hold (32) 18" x 26" pans on 1-1/2" centers, anti-microbial latches, reversible dutch doors, (4) heavy duty 5" swivel casters (2) braked, stainless steel construction, NSF, cCSAus, ENERGY STAR®		
	1 ea	Standard Warranty: 1 year labor with 3 year parts warranty		
	1 ea	120v/60/1-ph, 1.5 kW, 12.0 amp, 10 ft power cord, NEMA 5-15P, standard		
	1 ea	Right-hand door swing (top & bottom doors), standard		
			ITEM TOTAL:	**$4,723.00**
4		**THE FREIGHT AMOUNT BELOW INCLUDES DELIVERY, SET IN PLACE AND REMOVAL OF THE FOLLOWING:** **1 EA 2 DOOR FREEZER** **1 EA 2 DOOR REFRIGERATOR** **1 EA HEATED CABINET** **LEAD TIME FOR ALL EQUIPMENT WILL BE 4-6 WEEKS MAXIMUM.**		

Merchandise	$14,466.65
Freight	$400.00
Tax 7.25%	$1,048.83
Total	$15,915.48

Initial: _____

Acceptance: _____ Date: 9/30/21

Printed Name: Audrey Kilpatrick

Project Grand Total: $15,915.48

Asst Supt of Business Svs and Operations

Quote

09/29/2021

Project:
Western Placer USD Twelve Bridges Elementary

:
East Bay Restaurant Supply, Inc.
Diane Read
49 Fourth Street
Oakland, CA 94607
(510) 465-4300
916-704-1810 (Contact)

Project Code: 74622 Job Reference Number: 70265

Item	Qty	Description	Sell	Sell Total
1	1 ea	**REACH-IN REFRIGERATOR**	$4,276.00	$4,276.00
		 True Mfg. - General Foodservice Model No. T-49-HC Refrigerator, reach-in, two-section, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®		
	1 ea	NOTE: Effective 7/1/21, all True pricing is tentative based on final production dates of units ordered. Any units ordered that will be produced after November 1, 2021 but before January 1, 2022 will be subject to the new November 1, 2021 List Prices (+7%). Any units ordered that will be produced on or after January 1, 2022 will be subject to the new January 1, 2022 List Prices (+12% over Nov21$). True will confirm price at time of order. For more information, please contact your True representative.		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Left door hinged left, right door hinged right standard		
	1 ea	4" stem castors, standard (adds 5" to OA height)		
			ITEM TOTAL:	**$4,276.00**

Item	Qty	Description	Sell	Sell Total
2	1 ea	**MILK COOLER**	$2,893.00	$2,893.00
		 True Mfg. - General Foodservice Model No. TMC-49-HC Mobile Milk Cooler, forced-air, (12) 13" x 13" x 11-1/8" crate capacity, stainless steel drop front/hold-open flip-up lid with lock, 33 - 38°F temperature range, (3) heavy-duty floor racks, digital thermometer, white vinyl exterior, aluminum interior with stainless steel floor, R290 Hydrocarbon refrigerant, 4" castors, 1/5 HP, 115v/60/1-ph, 2.7 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®		
	1 ea	NOTE: Effective 7/1/21, all True pricing is tentative based on final production dates of units ordered. Any units ordered that will be produced after November 1, 2021 but before January 1, 2022 will be subject to the new November 1, 2021 List Prices (+7%). Any units ordered that will be produced on or after January 1, 2022 will be subject to the new January 1, 2022 List Prices (+12% over Nov21$). True will confirm price at time of order. For more information, please contact your True representative.		
	1 ea	Production Note: PRICING UPDATE NOTE: Due to demand, this unit will be produced after November 1, 2021, and therefore needs to be priced using the new November 1, 2021 List Price which is currently reflected in AutoQuotes. Please contact your True sales representative for final lead time.		
	1 ea	NOTE: Commonly stocked model in stainless steel exterior; verify availability with factory		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	4" Castors, standard		
			ITEM TOTAL:	**$2,893.00**
3	2 ea	**MOBILE HEATED CABINET**	$4,723.00	$9,446.00
		 Cres Cor Model No. H138S1834D Cabinet, Mobile Heated, insulated, top-mount heater assembly, recessed push/pull handle, magnetic latch, channel pan slides hold (32) 18" x 26" pans on 1-1/2" centers, anti-microbial latches, reversible dutch doors, (4) heavy duty 5" swivel casters (2) braked, stainless steel construction, NSF, cCSAus, ENERGY STAR®		
	2 ea	Standard Warranty: 1 year labor with 3 year parts warranty		
	2 ea	120v/60/1-ph, 1.S kW, 12.0 amp, 10 ft power cord, NEMA 5-15P, standard		
	2 ea	Right-hand door swing (top & bottom doors), standard		
			ITEM TOTAL:	**$9,446.00**

Item	Qty	Description	Sell	Sell Total
4	1 ea	**REACH-IN FREEZER**	$5,632.00	$5,632.00
		 True Mfg. - General Foodservice Model No. T-49F-HC Freezer, reach-in, two-section, -10°F, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1 HP, 115v/60/1-ph, 9.6 amps, NEMA 5-15P, Made in USA, cULus, UL EPH Classified, ENERGY STAR®		
	1 ea	NOTE: Effective 7/1/21, all True pricing is tentative based on final production dates of units ordered. Any units ordered that will be produced after November 1, 2021 but before January 1, 2022 will be subject to the new November 1, 2021 List Prices (+7%). Any units ordered that will be produced on or after January 1, 2022 will be subject to the new January 1, 2022 List Prices (+12% over Nov21$). True will confirm price at time of order. For more information, please contact your True representative.		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Left door hinged left, right door hinged right standard		
	1 ea	4" stem castors, standard (adds 5" to OA height)		
			ITEM TOTAL:	**$5,632.00**
5		**THE FREIGHT AMOUNT BELOW INCLUDES DELIVERY, SET IN PLACE AND REMOVAL OF THE FOLLOWING:** **1 EA MILK BOX** **1 EA 2 DOOR REFRIGERATOR** **LEAD TIME FOR ALL EQUIPMENT WILL BE 4-6 WEEKS MAXIMUM.**		

Merchandise	$22,247.00
Freight	$650.00
Tax 7.25%	$1,612.91
Total	$24,509.91

Acceptance: _____ Date: 9/30/21

Printed Name: Audrey Kilpatrick

Project Grand Total: $24,509.91 Asst Supt of Business Svs and Operations

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract between Point Break and Glen Edwards Middle School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick, Assistant Superintendent of Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Title I/Site Supplemental Funds

MEETING DATE:

October 19, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services between Point Break and Glen Edwards Middle School. The services include three one-day workshops, to be held on October 12th, 14th and 19th, that are designed to break down educational and social barriers that exist between students on campus. The total cost for the services is $15,000.00; $10,000.00 to be paid for by Point Break Sponsors and $5,000.00 to be paid for by Glen Edwards Middle School with Title I funds. Three days of Subway lunches, at a cost of $1,950.00, will also be provided and paid for by Glen Edwards Middle School with Site Supplemental Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Point Break and Glen Edwards Middle School.

Contract and Memorandum of Understanding

EVENT: Point Break Workshop

Description

Point Break is a workshop designed to break down educational and social barriers that exist between students on campus. Through high-energy activities, interaction with caring adults and relevant discussion (regarding communication styles, bullying, painful life experiences and emotional expression), Point Break draws students together focusing on empathy and understanding for one another. Students respond to the day's challenges with self-reflection and the acknowledgement of personal responsibility. The end result is students who begin the pursuit of behavioral change.

Additional information may be found at www.PointBreakOnline.com

School Name	# of Students per Workshop	Dates
Glen Edwards Middle School (Onsite)	**96/Day**	**10/12/2021** **10/14/2021** **10/19/2021**
Workshop Fee **$15,000** *($10,000 paid for by Point Break Sponsors, $5,000 paid for by Glen Edwards)* **$1,950** 3 days of Subway Lunch Option *(Paid for by Glen Edwards)* **TOTAL: $16,950**	# of Adult Leaders (school provides) **9/Day**	Time **8:00AM-2:45PM**

Expectations of the School

- Provide the designated number of students to participate in the day-long workshop
- Obtain a parent or guardian signed, school generated permission form for each student participant
- Provide transportation for participants if off-site
- Provide campus staff members to participate with students during the workshop
    - Work with Point Break to reach an adult to student ratio of 1:10 or better
    - All Adult Volunteers, including school staff & faculty, must attend an orientation session prior to the event.
- Provide oversight and immediate handling of any disciplinary issues
- **Identify two staff members to act as school administration liaisons for student concerns. These individuals must be present for the entire program and will typically be school counselors or social workers.**

Expectations of Point Break

- Provide Point Break program and materials for the agreed upon number of students
- Provide group facilitators, working with the school to reach an adult to student ratio of 1:10 or better
- Arrange for a facility where the Point Break event can be held
- Provide a morning snack and lunch for all participants
- Provide a sample "Letter to Parents of Participants" to the school for delivery to parents.
- Provide a follow-up session with school staff immediately after the program

Special Advisory

During Point Break participants will have the opportunity to express thoughts and emotions that could involve acts of self-harm including, but not limited to, suicide. Additionally, students may reveal instances of abuse in their past or current circumstances. The school assumes full responsibility in addressing these concerns in an appropriate and timely manner, including reports to school officials, protective agencies and families.

Indemnification

The school and the school district shall indemnify, defend and hold harmless Point Break from any losses, damages, claims, or liabilities arising, directly or indirectly, out of the school's activities during the Point Break Workshop as well as the actions of all persons rendering services under the direction and control of school. The school agrees to reimburse Point Break for all court and arbitration costs, including reasonable attorneys' fees incurred by Point Break, in any way related to such claims.

Point Break shall indemnify, defend and hold harmless the school and the school district from any losses, damages, claims, or liabilities arising, directly or indirectly, out of Point Break activities under this Agreement as well as the actions of all persons rendering services under the direction and control of Point Break. Point Break agrees to reimburse the school and school district for all court and arbitration costs, including reasonable attorneys' fees incurred by them, in any way related to such claims.

Payment Terms

The payment is due within 30 days of delivering the Point Break program. Please remit payment at the time of signing to:

Point Break
PO Box 277728
Sacramento CA 95827-7728

Acceptance of Terms

By signing below, I accept the terms of this contract and agree to the outlined expectations of this memorandum of understanding.

Name: Audrey Kilpatrick Signature _____ Date 9/30/21

School: WPUSD Title: Asst Supt of Business Svs and Operations

Point Break Representative: Amber Pexa Signature _____ Date: 09/30/2021

Title: Point Break Workshop Administrator

Dear Parents,

Your son/daughter has expressed interest in attending a Point Break Workshop with faculty and classmates from school. In order to maintain the highest positive impact, we'd like to let you know what your student will experience, as well as equip you for a follow up conversation with your child.

Point Break is a one-day workshop held off campus. It is run by Point Break staff, partnering with teachers and administrators from your campus. Point Break seeks to break down relational and educational barriers which exist on campus and often distract students from academics.

Typical Distractions

- Broken Relationships
- Trash Talk/Gossip
- Racial Prejudice
- Lack of ability to resolve conflict
- Bullying
- Drug/Alcohol use; recreational and abusive
- High pressure – academically, athletically and socially
- Depression/Isolation

Point Break Strategy

- All-Inclusive Environment
- "Everyone plays" attitude
- High-Energy activities/A return to FUN
- Relevant Discussion (Including listed topics)
- Interactive small groups
- Opportunities to make amends
- Atmosphere of transparency

Quite often students "get emotional" as they hear from one another and relate to common life experiences. Our hope is that, following your child's participation in Point Break, you will take some time to "debrief" their experience with them. We have included a list of conversation starters to help you. You may also wish to take a look at the Point Break Website, pointbreakonline.com, for a bigger picture of the program.

Conversation Starters

Would you tell me about the Point Break Workshop?

What do you think people learned from attending?

Did you learn anything that surprised you at the workshop?

What can I do to help you with the issues you talked about today?

With our sincere best wishes,

Desmond Robbins
Point Break Director
desmond@jjmsac.org

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 Quotation between Citrus Heights Saw & Mower and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Routine Repair and Maintenance fund

MEETING DATE:

October 19, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached quotation is between Citrus Heights Saw & Mower and WPUSD for the purchase of a new mower for grounds staff. The purchase price of $19,393.92 will be paid with Routine Repair and Maintenance funds.

RECOMMENDATION:

Administration recommends that the Board approve the quotation between Citrus Heights Saw & Mower and Western Placer Unified School District.

QUOTATION

CITRUS HEIGHTS SAW & MOWER
7238 Auburn Blvd
Citrus Heights, CA 95610
Phone #: (916)722-2825
Fax #: (916)722-2855

PHONE #: 532-5876
CELL #:
ALT. #: 434-3738
P.O.#:
TERMS: Net 10 EOM
SALES TYPE: Quote

DATE: 9/15/2021
ORDER #: 369982
CUSTOMER #: 3634
CP: Rich C
LOCATION: 1
STATUS: Active

BILL TO 3634

WESTERN PLACER USD
600 6TH ST 4TH FLOOR
2701 NICOLAUS RD SHIP TO
LINCOLN, CA 95648

SHIP TO

WESTERN PLACER USD
2701 NICOLAS RD
LINCOLN, CA 95648

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
****	1	TORO Z 7500 SERIES 72" DECK YANMAR 25HP	1	$17,999.00	$17,999.00	$17,999.00

Prices reflected on this quote are valid for 30 days.

SUBTOTAL:	$17,999.00
TAX:	$1,394.92
ORDER TOTAL:	$19,393.92

Authorized By: _____

Audrey Kilpatrick

Asst Supt of Business Svs and Operations

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Approval of School Impact Mitigation Agreement with Lennar Homes (Fullerton Ranch Development)

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 19, 2021

ROLL CALL REQUIRED:
Yes

BACKGROUND:

On January 19, 2021, the District became a member of the California Municipal Finance Authority (CMFA), a state-wide joint powers authority. CMFA has a program called the Bond Opportunity for Land Development (BOLD) designed to help municipalities and schools work together with developers to cost-effectively finance public infrastructure projects and fees through bonds issued by a Community Facilities District (CFD). The BOLD program uses a pre-selected team of bond/CFD industry professionals to form, maintain and issue bonds for the CFD on the District's behalf minimizing the amount of staff time and costs.

The District has several mitigation agreements with real estate developers to provide enhanced funding for the construction of school facilities in order to serve such development. Lennar Homes of California, Inc., (Lennar Homes) is planning to begin construction on 81 new homes and are obligated to pay SB 50 Level II Developer Fees. Under the terms of the mitigation agreement, the homebuilder can opt to pay its entire mitigation amount as a one-time payment. Lennar has opted to utilize the one-time payment option and has requested to utilize the BOLD program to finance the mitigation amount.

District staff and legal counsel has worked with Lennar Homes on a School Impact Mitigation Agreement to enable them to utilize the BOLD program to fund their mitigation obligations. The Agreement does not change the amount of money that the District would receive, it only changes the mechanism by which funds are delivered and the timing by which the District will receive funding.

The BOLD program has been vetted thoroughly by the District, Capitol Public Finance Group, and the District's legal counsel as a viable and beneficial alternative to traditional mitigation fee collection. In lieu of collecting fees as permits are issued throughout build out of the project, the District will receive a lump sum payment of the agreed mitigation amount which will provide funding for the District's ongoing capital projects.

The Board will consider approval of the agreement in form and authorize administration to execute the School Impact Mitigation Agreement with Lennar Homes once all supplemental exhibits are finalized and incorporated in the agreement.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the agreement in form and authorize administration to execute the School Impact Mitigation Agreement with Lennar Homes once all supplemental exhibits are finalized and incorporated in the agreement.

SCHOOL IMPACT MITIGATION AGREEMENT
BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND
LENNAR HOMES OF CALIFORNIA, INC.

This School Impact Mitigation Agreement ("Agreement") is executed this [___] day of [_____], 2021 (the "Execution Date") between the Western Placer Unified School District (the "District"), a school district organized and existing under the laws of the State of California and Lennar Homes of California, Inc., a California corporation, (the "Developer"). District and Developer are sometimes referred to herein as Party, or collectively as the Parties.

RECITALS

WHEREAS, the Developer owns real property comprised of approximately 19.7 acres of land, within the District's boundaries (the "District's Boundaries") as described in **Exhibit A** (the "Developer Property"), commonly known as Fullerton Ranch, on which it intends to develop 81 single family residential units ("Development"); and

WHEREAS, the Developer has received the approval of the City of Lincoln (the "City") for the Development; and

WHEREAS, the District and Developer agree this Agreement applies to the Developer Property, whether or not the Developer Property, or any lots comprising all or any portion thereof, are subsequently conveyed to other developers and/or merchant builders; and

WHEREAS, the District is a member of a Joint Powers Authority known as the California Municipal Finance Authority ("CMFA"); and

WHEREAS, the CMFA operates the BOLD program, as described in **Exhibit B**, pursuant to which CMFA may form a Mello-Roos Community Facilities District and issue bonds for the construction of school facilities; and

WHEREAS, the Developer intends to form a Mello Roos Community Facilities District through the BOLD program (the "BOLD CFD") to ensure the impact of the Development on the District is mitigated; and

WHEREAS, the District and the Developer have entered into this Agreement freely and voluntarily and acknowledge that at the time of the Effective Date, the California State Legislature has enacted as part of Senate Bill 50 ("SB 50") in Government Code sections 65995, *et seq.*, which became fully effective in November 1998, certain modifications to the law concerning payment of school impact fees by homebuilders. The District and Developer mutually acknowledge, agree and find that this Agreement sets forth the responsibility of the Developer to mitigate impacts intended to be mitigated by any Statutory Fees, and the California Environmental Quality Act. The Developer and District further acknowledge and agree that this Agreement is not subject to legal

challenge as an alleged violation of any terms of SB 50 or any other applicable law concerning the payment of school impact fees by homebuilders; and

WHEREAS, the District acknowledges and agrees that by satisfying the terms of this Agreement, the Developer will fully mitigate the impact of the Development, on the District's school facilities ("School Facilities").

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the District and the Developer agree as follows:

ARTICLE I
DEFINITIONS

Section 1 Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the meaning set forth below:

1.1 "Certificate of Compliance." "Certificate of Compliance" shall mean a certificate issued by District for the purposes of obtaining a building permit from the City acknowledging that the Developer has complied with all District requirements with respect to the issuance of a building permit for any Residential Unit or commercial construction located within the Development.

1.2 "CFD Bonds." "CFD Bonds" means one or more series of bonds issued within the BOLD CFD to finance authorized School Facilities and the acquisition of school sites, and any refunding bonds issued within the BOLD CFD, which CFD Bonds may have a term of up to the lesser of forty (40) years or the maximum term allowed by the Act.

1.3 "Residential Unit." "Residential Unit" shall mean a residential dwelling, as that term is used and interpreted in Chapter 4.7 (school facilities) of the State Government Code, and shall include single-family and multi-family (apartment) units, but shall exclude age-qualified housing for seniors (55+) as defined in Government Code section 65995.1.

1.4 "School Facility Program." "School Facility Program" shall mean the State program providing State Funds in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project specific costs when warranted, as contemplated by School Fee Legislation.

1.5 "School Fee Legislation." "School Fee Legislation" shall mean sections 65995 through 65996, inclusive, of the Government Code of the State of California and Section 17620, et seq., of the Education Code of the State of California (including any amendments thereto), and any related or successor statutes thereto.

1.6 "State." "State" shall mean the State of California.

1.7 "State Funds." "State Funds" shall mean the total funds allocated and paid to District by the State specifically intended for the acquisition, construction, furnishing and/or equipping of School Facilities.

1.8 "State Law." "State Law" shall mean the applicable laws and/or administrative regulations of the State of California and its agencies.

1.9 "State Mandated Fee." "State Mandated Fee" shall mean the statutorily mandated fee for School Facilities pursuant to the School Fee Legislation.

ARTICLE II
EFFECTIVE DATE AND TERMINATION

2.1 Effective Date. This Agreement shall be effective on the date (the "Effective Date") upon which the Board of Trustees of the District approves this Agreement.

2.2 Termination. This Agreement shall commence on the Effective Date and shall terminate upon that date when final inspections have been issued for all of the Residential Units within the Development and all Parties' obligations under this Agreement have been performed. Upon termination of this Agreement, the District shall deliver to Developer a notice of such termination in a recordable form (including a quitclaim deed, if requested) acceptable to Developer. This Agreement shall automatically terminate and be of no further force or effect as to each Residential Unit as provided in Section 5.1.1 hereof. Upon request by Developer or the owner of a Residential Unit, the District shall deliver to the requesting party a notice of termination in recordable form (including a quitclaim deed, if requested) reasonably acceptable to the requesting party.

ARTICLE III
SCHOOL FACILITIES FINANCING AND OTHER DEVELOPER OBLIGATIONS

3.1 Developer's Commitment to School Facilities Financing. In lieu of payment of the State Mandated Fees and all other school impact mitigation fees and dedications in connection with the Development, Developer shall participate in financing the costs of School Facilities for the Development through: (i) payment to the District of Five Dollars and Forty One Cents ($5.41) per square foot of Development funded through the BOLD CFD ("School Funding Amount"); and (ii) formation of the BOLD CFD, which shall include all of the Residential Units. Developer shall have no obligation to pay any school mitigation fees, costs, dedications or exactions respecting the Development to the District other than as provided in this Agreement.

3.2 Conditions on School Funding Amount. Developer shall cooperate with CMFA to provide for the School Funding Amount in a lump sum to the District no later than June 30, 2022 unless the BOLD CFD has not generated an appraised property value (or met other CMFA underwriting criteria) necessary to support issuance of CFD Bonds to generate the full School Funding Amount. In that case, the Developer shall support the sale of the CFD Bonds to generate the School Funding Amount as soon as otherwise acceptable to CMFA. In the event the School Funding Amount is not received by the District by October 1, 2022, the School Funding Amount

will be recalculated and adjusted based on the School Facility Needs Analysis adopted by the Board of Trustees to reflect the then-current State Mandated Fee if it is higher than the School Funding Amount defined in this Agreement.

3.3 Commercial, Office and/or Industrial Unit Fee; Age Restricted Residential Units. Developer has represented that the Development does not include and Developer does not intend to modify the Development to include commercial, office and/or industrial units as defined in Education Code sections 17620, *et seq.*, and Government Code sections 65995, *et seq.*, or any deed restricted senior citizen housing units or facilities (as defined in Government Code section 65995.1). The calculation of the School Funding Amount is materially based on these representations. For that reason, in the event Developer modifies the Development to include commercial, office and/or industrial units or any deed restricted senior housing units or facilities, the Parties shall meet to discuss any necessary amendment to this Agreement to address the changes to the Development while still providing the School Funding Amount to the District.

3.5 Formation of Community Facilities District. Prior to and as a condition of obtaining Certificate of Compliance and a building permit for any Residential Unit, the Developer shall reasonably cooperate with the District and CMFA, through the BOLD program, to use their best efforts to conduct proceedings to form the BOLD CFD and one or more improvement areas within the BOLD CFD if such are mutually desirable, authorize the special taxes, and authorize and issue the CFD Bonds to finance School Facilities and provide for the School Funding. The formation of the BOLD CFD and Developer's obligations under that process shall be governed by the standards and requirements of the BOLD program to be administered by CMFA, in addition to the requirements set forth in this Agreement. The District shall have the right to review and provide input on the Rate and Method of Apportionment ("RMA") for the CFD provided the RMA shall be subject to Developer's approval, not to be unreasonably withheld. The District may participate in the CFD Bond sale, including reviewing all documents and participating in bond pricing.

3.5.1. Developer Cooperation. The Developer shall take all reasonable actions and use its reasonable efforts to assist with formation of the BOLD CFD, and authorization of special taxes and issuance of the CFD Bonds. The Developer shall take no action to prevent levy and collection of the Special Taxes and issuance of the CFD Bonds, so long as such authorization and issuance is consistent with the terms of the applicable RMA and this Agreement; Developer acknowledges and understands that special taxes may be levied on undeveloped property under the terms of the RMA in the event of high delinquencies within the CFD.

3.6 Full and Complete Mitigation. It is the intent of the Parties hereto that the terms and conditions set forth in this Agreement shall serve as full and complete mitigation for any school related impacts resulting from development of the Development. By acknowledging and agreeing to the terms and conditions set forth in this Agreement, the District hereby agrees that the terms and conditions set forth in this Agreement shall serve as full and complete mitigation for any school related impacts resulting from development of the Development, and that no additional mitigation shall be required in connection thereto.

3.7 Certificates of Compliance. If, at any time, Developer does not fulfill its obligations under the Agreement, the District may withhold a Certificate of Compliance for the Residential Unit and the Developer may not construct the Residential Unit.

ARTICLE IV
DISPUTES

4.1 In General. If a dispute arises relating to the interpretation of, enforcement of or compliance with, the terms of this Agreement, the Developer and the District shall first attempt to resolve such dispute through informal discussions or other alternative means. Any Party may convene such discussions by written notice and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days, it may be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution shall be undertaken in good faith and exhausted prior to judicial review. Compliance with this process, however, does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such periods as may reasonably be necessary to complete the dispute resolution process.

ARTICLE V
BINDING ON SUCCESSORS
RECORDING OF DOCUMENTS-INCORPORATION OF AGREEMENT INTO DEVELOPMENT APPROVAL DOCUMENTS

5.1 In General. The Developer acknowledges that all terms and conditions of the Agreement shall be binding on all successors-in-interest, including but not limited to, purchasers of all or a portion of the Development, except as provided for at Section 5.1.1 hereinafter. The Developer agrees to execute, a Memorandum of Agreement to be recorded against the Development in the real property records of the County in the form attached hereto as **Exhibit C** according to the following schedule. Developer shall cause a Memorandum of Agreement to be recorded on the Developer Property within thirty (30) days of the Effective Date of this Agreement.

5.1.1 Not Applicable to Home Buyer. This Agreement shall not apply to any agreement between the Developer and a member of the home-buying public pursuant to which such home buyer has agreed to purchase a single lot upon completion of construction of a Residential Unit on such lot, or any subsequent sale of such lot after such home buyer acquires the completed home. This Agreement shall automatically terminate on a lot-by-lot basis upon the conveyance of that lot to a member of the home-buying public following completion of construction of a Residential Unit on such lot.

5.1.2. No Effect on BOLD CFD. Notwithstanding any termination of this Agreement arising under the provisions hereof, the operation of any BOLD CFD applicable to that lot shall continue unaffected by such termination.

ARTICLE VI
INTERPRETATIONS

6.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed wholly within the State. Any dispute arising from the terms and conditions of this Agreement shall be heard in Placer County.

6.2 Construction. The singular includes the plural, "shall" is mandatory and "may" is permissive. The Parties acknowledge and agree that each of the Parties and each of the Parties' attorneys have participated fully in the negotiation and drafting of this Agreement. In cases of uncertainty as to the meaning, intent or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific Party.

6.3 Force Majeure. Neither Party shall be held responsible or liable for an inability to fulfill any obligation under this Agreement by reason of an act of God, natural disaster, accident, breakage or failure of equipment, strikes, lockouts, or other labor disturbances or disputes of any character, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, acts of terrorism, civil disturbance, riot, litigation or other legal action by a third party arising out of or relating to this Agreement or any School Facility, or by any other occurrence that is beyond the control of that Party ("Force Majeure") or its authorized agents, contractors or assigns. Any Party relying on a Force Majeure shall give the other Party reasonable notice thereof and the Parties shall use their best efforts to minimize potential adverse effects from such Force Majeure, including without limitation, subcontracting the obligations of the Party claiming such Force Majeure to a third party and extending the time periods for performance.

6.4 Notices. Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery (including express or courier service), by recipient confirmed facsimile, or by registered or certified mail, with return receipt requested, postage prepaid (excluding electronic messaging) and addressed as follows:

To District:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Attn: Superintendent
600 Sixth Street, Suite 400
Lincoln, CA 95648

With a copy to Legal Counsel:

Lozano Smith, LLP
Attn: Megan Macy
One Capitol Mall, Suite 640
Sacramento, CA 95814

To Developer:

LENNAR HOMES OF CALIFORNIA CALIFORNIA, INC.
Attn: Larry Gualco, Vice President
1025 Creekside Ridge Drive, Ste. 240
Roseville, CA 95678

With a copy to Legal Counsel:

Hefner, Stark, Marois, LLP
2150 River Park Drive, Ste. 450
Sacramento, CA 95833
Attn: Timothy D. Taron

6.5 No Joint Venture. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create, and shall not be construed to create, any agency, partnership, joint venture, trust or trust relationship with duties or incidents different from those of parties to an arm's length contract.

6.6 No Authority. Except as expressly set forth herein, nothing contained in this Agreement shall authorize or empower any Party to assume or create any obligations or responsibility whatsoever, express or implied, on behalf of or in the name of any other Party or to bind any other Party or make any representations, warranty or commitment on behalf of any other Party.

6.7 Third Parties. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express Parties to it, (b) relieve or discharge the obligation or liability of any person not an express Party to this Agreement, or (c) give any person not an express Party to this Agreement any right of subrogation or action against any Party to this Agreement.

6.8 Time is of the Essence. Time is of the essence in the performance of each Party's respective obligations under this Agreement.

6.9 Amendments/Waivers. No amendment of, supplement to or waiver of, any obligations under this Agreement will be enforceable or admissible unless set forth in writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provisions

as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

6.10 Entire Agreement. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this Agreement.

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

6.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. Consolidated signature pages shall be compiled by the District and forwarded to the Developer to constitute the Developer's executed copy of the Agreement.

6.13 Signatures. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the Party on whose behalf he or she is signing. The Superintendent for the District further represents and warrants, by his signature, that this Agreement has been duly ratified and approved by the Board of Education of the District.

6.14 Eminent Domain. Nothing in this Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

6.15 California Public Records Act. Notwithstanding anything to the contrary contained in this Agreement, the Developer acknowledges and agrees that the District is required by the California Public Records Act (commencing with California Government Code Section 6250) to produce information found in public records upon the request of any person, including any public entity.

6.16 Represented by Counsel. Each Party hereto acknowledges that it has been represented by counsel in the negotiation, drafting and execution of this Agreement.

6.17 Effective Date of Agreement. This Agreement shall take effect on the Effective Date. In the event the Developer has sought or obtained building permits from the City for any of the Development prior to the Effective Date of this Agreement, then the provisions of this Agreement shall apply thereto.

IN WITNESS WHEREOF, this Agreement has been entered into by and between the Western Placer Unified School District and Lennar as of the Effective Date.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

LENNAR HOMES OF CALIFORNIA, INC.
a California Corporation

By: _____

Name: Larry Gualco, Vice President

Title: _____

Date: _____

EXHIBIT A

Development

EXHIBIT B

BOLD Program Description

BOLD Program Description

The CMFA has established the Bond Opportunities for Land Development Program (the "BOLD Program") to allow the financing through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") of certain public facilities and development impact fees that finance public facilities to be owned by local agencies in the State. The BOLD Program creates an opportunity for new developments to utilize Mello-Roos financing of improvements for construction and/or acquisition by the District without the necessity of the District creating and administering the community facilities district. Under the BOLD Program, owners of property being developed within its jurisdiction ("Participating Builders") allow the CMFA to conduct proceedings under the Act to form community facilities districts, to levy special taxes within such CFDs, and to issue bonds secured by such special taxes under the Act to finance improvements, provided that such Participating Builders voluntarily agree to participate and consent to the levy of such special taxes and issuance of such bonds.

EXHIBIT C

RECORDING OF MEMORANDUM OF AGREEMENT

MEMORANDUM OF SCHOOL IMPACT MITIGATION AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Western Placer Unified
School District
Attn: Superintendent
600 Sixth Street, Suite 400
Lincoln, CA 95648
APN:

Space Above Line For Recorder's Use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURUSANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

MEMORANDUM OF SCHOOL IMPACT MITIGATION AGREEMENT

This Memorandum of School Impact Mitigation Agreement ("**Memorandum**") is executed pursuant to the terms and conditions of that certain Agreement by and between WESTERN PLACER UNIFIED SCHOOL DISTRICT, a public school district in the State of California ("**District**"), and LENNAR HOMES OF CALIFORNIA, INC., a California corporation ("**Developer**") dated _____, 2021 (the "Agreement") regarding the impact on school facilities and payment of mitigation fees and special taxes as they pertain to the residential housing development commonly known as Fullerton Ranch, which, among other things, the Agreement provides for the payment of funds for financing the costs of design and construction of various school facilities due to the impact on school facilities by development of the property located in the City of Lincoln, County of Placer, State of California more particularly described in **Exhibit 1**, attached hereto and incorporated herein, (the "Property"). A Mello-Roos Community Facilities District shall be formed on the Property. A copy of the Agreement can be obtained at the offices of the District during regular business hours.

The Agreement further provides that it will automatically terminate and be of no force and effect, on a lot upon the conveyance of that lot to a member of the home-buying public following completion of a dwelling unit on such lot.

This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Agreement.

This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Memorandum.

IN WITNESS WHEREOF, the Developer has caused this Memorandum of School Impact Mitigation Agreement to be executed in its name by its duly authorized officer; and the District has caused this Memorandum of School Impact Mitigation Agreement to be executed in its name by its duly authorized officer, as of the date written below.

LENNAR HOMES OF CALIFORNIA, INC.
a California Corporation

By: _____

Name: Larry Gualco, Vice President

Title: _____

Date: _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1 TO MEMORANDUM OF SCHOOL IMPACT MITIGATION AGREEMENT

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Disposal of Surplus Items

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services

ENCLOSURES:

No

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Textbook Fund

MEETING DATE:

October 19, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

The attached list of items have been determined to be unusable, obsolete or no longer needed and the district desires to sell back the Houghton Mifflin workbooks through Follett if they have a need for them. If items on the list do not sell or the cost to sell exceeds the estimated value, they will be disposed of by donation or recycling.

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

RECOMMENDATION:

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

Surplus Items

Item	Quantity	Location	Estimated Value
Carnegie Integrated Math 1 Student Texts	120	District Office	0.00
Holt, Rinehart, Winston 7th Grade English Language Handbook	24	District Office	0.00

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Ratification of Memorandum of Understanding between Placer County Office of Education and Western Placer Unified School District

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Cliff De Graw
Assistant Superintendent of Personnel Services

ENCLOSURES:
Agreement

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 19, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District and the Placer County Office of Education approve of this memorandum of understanding (MOU). This MOU is related to the Teacher Induction Program.

RECOMMENDATION:

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

PCOE
PLACER COUNTY OFFICE OF EDUCATION

PLACER COUNTY OFFICE OF EDUCATION
TEACHER INDUCTION PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Placer County Office of Education (PCOE), Local Educational Agency (LEA) for the PCOE Leadership and Learning Collaborative (LLC) Teacher Induction (TI) Program and the Western Placer Unified School District (District) to carry out the TI Program and the guidelines set forth in the California Commision on Teacher Credentialing (CCTC) Common, Precondition and Program Standards.

The purpose of this MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. In partnership, PCOE and the District will provide and coordinate services to carry out guidelines set forth in the CCTC standards and the vision of the PCOE LLC Program, "To recruit, prepare and retain self-reflective educators and leaders resulting in positive and equitable student outcomes." Candidates' growth and development are guided and measured by the California Standards for the Teaching Profession (CSTP). Upon program completion, PCOE is to provide the candidate with a Clear Teaching Credential.

Responsibilities

The PCOE TI Program agrees to the following:

1. Employ a Program Administrator and clerical support to perform services as described in the CCTC Common, Precondition and Program Standards.
2. Provide workspace and technical support to the Program Administrator and clerical support.
3. Design, provide and maintain a 2-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching (Precondition 1).
4. Establish and maintain accurate records and provide reports in accordance with CCTC requirements.
5. Recruit, employ and evaluate coaches who provide weekly, job-embedded, individualized support and are matched within 30 days of the candidate's enrollment in the program (Precondition 2, 3).
6. If PCOE is providing and employing a coach, pay a stipend of up to $2,000 per candidate (plus benefits) directly to the coach (stipends to be paid quarterly).
7. Provide coaches with initial and ongoing professional learning, goal setting and efforts to support diversity and excellence (Common Standard 1).
8. Provide candidates and coaches access to an online learning management system.
9. Convene an Advisory Team (partner coordinators, PCOE personnel, program representatives and university partners), meeting a minimum of two times each year, to plan, evaluate and revise the program based upon state and CCTC updates, program data and stakeholder data and feedback. Provide electronic updates as needed.
10. Provide continuous, open enrollment to teachers who hold a preliminary teaching credential.
11. Provide candidates with advisement, systematic support, supervision and competency feedback.
12. Make available and advise candidates of an Early Completion Option for experienced and exceptional candidates who qualify (Precondition 6).
13. Arrange for and monitor continuing education units for candidates.
14. In the event that a candidate leaves the program prior to completion of the year, PCOE will prorate district cost based on modules not started.
15. Submit recommendation to the CCTC for a California Clear Teaching Credential for candidates who hold a Preliminary Teaching Credential, know and demonstrate knowledge and skills necessary to educate and support effectively all students in meeting state-adopted academic standards (Common

PCOE
PLACER COUNTY OFFICE OF EDUCATION

PLACER COUNTY OFFICE OF EDUCATION
TEACHER INDUCTION PROGRAM

Standard 5) and successfully complete the program requirements.

The District agrees to the following:

1. Enroll teachers who hold a preliminary teaching credential or Level 1 Education Specialist Credential at the point of hire (Precondition 1) and notify teachers, at the point of hire, of any charges or fees associated with participating in the TI Program.
2. Appoint a district curriculum coordinator and human resources representative and/or designee who will serve as a liaison to PCOE, provide feedback to the TI Program on the quality of candidate preparation (Common Standard 2) and attend Advisory Team meetings a minimum of two times per year.
3. Provide training to candidate including:
    a. An initial orientation to inform the candidate about district resources, procedures and policies.
    b. State-adopted curriculum frameworks, and locally-adopted texts and instructional materials.
    c. Identification and referral of students for special education services; the IEP process; and collaboration with others related to special education students.
    d. District-adopted instructional program for English Learners; the use of adopted materials (including how to provide access to the core curriculum); assessment of students' English proficiency (ELPAC); and available resources for the instruction of English Learners.
    e. Classroom and site accident prevention strategies; collaboration with other agencies/families regarding student health and safety; the school's crisis response plan and emergency procedures; the adopted health curriculum (within the context of the teaching assignment); reporting requirements regarding child abuse and neglect; state and local permitted health topics (including family life and sex education) and parents' rights regarding instruction in health.
4. If utilizing a District-employed coach, participate and follow coach hiring requirements and employment conditions which include, but are not limited to (Induction Program Standard 4):
    a. Possession of a clear teaching credential
    b. Minimum of 3 years of effective teaching experience
    c. Knowledge of the context and the content area of the candidate's teaching assignment
    d. Demonstrate effective coaching interpersonal and communication skills
    e. Demonstrate a commitment to professional learning and collaboration
    f. Ability, willingness, and flexibility to meet individual candidate needs for support
    g. Attend all coach training and program activities
    h. Identify and assign a coach, who is not candidate's evaluator or affiliated with personnel/Human Resources, to each candidate within the first 30 days of enrollment in the program, making the match according to credential held (Precondition 2)
    i. Coordinate the reassignment of a District coach if either the coach or candidate makes the written request that is approved by PCOE
5. If utilizing a District-employed coach assure that each candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the coach/mentor (Precondition 3).
6. Provide candidate and District coach (if applicable) with technology and technology resources to complete the electronic portfolio in the program learning management system and engage in online program events.
7. Individual Learning Plan (ILP) completed by the candidate must be implemented solely for the professional growth and development of the candidate and not for evaluation for employment purposes (Precondition 5).
8. Require site administrators to provide input on the candidate's ILP regarding job assignment,

professional growth goals and local initiatives in collaboration with the candidate and their coach (Program Standard 3).

9. Pay PCOE $4,100/year (if PCOE is providing coach) or $1,900/year (if District is providing coach) per candidate as invoiced.
10. Release candidates and District coaches, if applicable, to participate in mandatory TI meetings, including Orientation (Year 1) and Colloquium (Year 2) and/or professional learning.
11. Notify PCOE, in writing, in the event a candidate's employment changes.
12. Notify the TI Program of potential new District coaches for the upcoming academic year by July 1st and pay PCOE $200 for each new District coach after July 1st or who are unable to attend the New Coach Orientation.

Other conditions PCOE and District agree to:

1. **Term**
   The initial term of this Agreement shall be for an initial period of one year beginning on July 1, 2021. The Agreement shall roll over and continue in effect for subsequent terms for one year each unless either party provides written notice of termination as provided for in paragraph 2 below.

2. **Termination**
   A. Withdrawal by District
      A participating District may withdraw from this MOU at the end of any fiscal year by giving written notice to the TI Program at least 30 days prior to the end of that fiscal year. In the event of early termination of this MOU, PCOE shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.
   B. Withdrawal by PCOE
      PCOE may withdraw from this MOU at any time upon 30 days written notice to the District.

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

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

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

PCOE
PLACER COUNTY OFFICE OF EDUCATION

PLACER COUNTY OFFICE OF EDUCATION
TEACHER INDUCTION PROGRAM

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

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

8. **Amendment.**
   The provisions of this MOU may be modified only by mutual agreement of the parties. No modifications shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

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

Western Placer Unified School District	**Placer County Office of Education**
By: _____ Signature of Authorized Official	By: _____ Gayle Garbolino-Mojica
Title: ASST. SUPT. of PERSONNEL	Title: Placer County Superintendent of Schools
Date: 10/13/2021	Date: 8/13/21

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Ratification of Memorandum of Understanding between Placer County Office of Education and Western Placer Unified School District

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Cliff De Graw
Assistant Superintendent of Personnel Services

ENCLOSURES:
Agreement

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 19, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District and the Placer County Office of Education approve of this memorandum of understanding (MOU). This MOU is related to the Clear Administrative Services Credential Induction Program.

RECOMMENDATION:

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

PLACER COUNTY OFFICE OF EDUCATION

PLACER COUNTY OFFICE OF EDUCATION
CLEAR ADMINISTRATIVE SERVICES
CREDENTIAL INDUCTION PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Placer County Office of Education (PCOE), Local Educational Agency (LEA) for the PCOE Leadership and Learning Collaborative (LLC) Clear Administrative Services Credential (CASC) Induction Program and the Western Placer Unified School District (District) to carry out the CASC Induction Program and the guidelines set forth in the California Commision on Teacher Credentialing (CCTC) Common, Precondition and Program Standards.

The purpose of this MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. In partnership, PCOE and the District will provide and coordinate services to carry out guidelines set forth in the CCTC standards and the vision of the PCOE LLC Program, "To recruit, prepare and retain self-reflective educators and leaders resulting in positive and equitable student outcomes." Candidates' growth and development are guided and measured by the California Professional Standards for Educational Leaders (CPSELs). Upon program completion, PCOE is to provide the candidate with a Clear Administrative Services Credential.

Responsibilities

PCOE agrees to the following:

1. Employ a Program Administrator and clerical support to perform services as described in the CCTC Common, Precondition and Program Standards.
2. Provide workspace and technical support to the Program Administrator and clerical support.
3. Design, provide and maintain a 2-year, high-quality, rigorous, individualized, job-embedded and integrated preparation program that includes admission, advisement, candidate support and assessment, coach preparation and program evaluation (Program Standards 1, 2).
4. Establish and maintain accurate records and provide reports in accordance with CCTC requirements.
5. Recruit, employ, match and evaluate coaches who provide a minimum of 40 hours of job-embedded support annually and Administrator Collaborative facilitators who provide a minimum of 10 hours of group support annually.
6. Provide coaches with initial and ongoing professional learning, goal setting and efforts to support diversity and excellence (Common Standard 1).
7. Pay a stipend of up to $2,000 per candidate (plus benefits) directly to the coach (stipends to be paid quarterly).
8. Provide candidates and coaches access to an online learning management system.
9. Convene an Advisory Team (partner coordinators, PCOE personnel, program representatives and university partners), meeting a minimum of two times each year, to plan, evaluate and revise the program based upon state and CCTC updates, program data, and stakeholder data and feedback. Provide electronic updates as needed.
10. Provide candidates with advisement, systematic support, supervision and competency

feedback.

11. Provide continuous open enrollment to candidates who hold a Preliminary Administrative Services Credential and are employed in an administrative position.
12. Provide candidates with networking and professional learning opportunities aligned to the CPSELs.
13. Submit recommendation to CCTC for a California Clear Administrative Services Credential for candidates who hold a Preliminary Administrative Services Credential, know and demonstrate knowledge and skills necessary to educate and support effectively all students in meeting state-adopted academic standards (Common Standard 5) and successfully complete the program requirements.

District agrees to the following:

1. Notify candidates, at the point of hire, of the PCOE CASC Induction Program, any charges or fees associated with participating in the program, and share contact and application information; enrollment in the program expected upon placement in an administrative position, but no later than one year from activation of the Preliminary Administrative Services Credential (Program Standard 1).
2. Appoint a District curriculum coordinator and human resources representative and/or designee who will serve as a liaison to PCOE, provide feedback to the Induction Program on the quality of candidate preparation (Common Standard 2) and attend Advisory Team meetings a minimum of two times per year.
3. Conduct an initial orientation for the candidate to inform them about District resources, procedures and policies.
4. Support a professional learning community among site and district administrators that focuses on the State-adopted academic content standards, performance levels of students, the California Standards for the Teacher Profession and the CPSELs.
5. Provide candidate and District coach (if applicable) with technology and technology resources to complete the electronic portfolio in the program learning management system and engage in online program events.
6. Release candidates and District coaches (if applicable) to attend mandatory orientation, professional learning and networking and annual Showcase.
7. If utilizing a District-employed coach, that coach must engage in the same hiring process and employment conditions required by the PCOE CASC Induction Program and as stated in the Program Standards. Candidates cannot be matched with a coach who is their evaluator nor affiliated with personnel/Human Resources. In the event a coach/candidate match is unsuccessful, coordinate a coach reassignment in collaboration with PCOE.
8. Complete the Financial Letter of Commitment for each candidate, if applicable (Attachment A).
9. Upon program completion, provide the candidate with a letter that verifies 2 years of employment in an administrative position or portion thereof with the District.
10. Notify PCOE, in writing, in the event a candidate's employment changes.

Other conditions PCOE and District agree to:

1. **Term**
   The initial term of this Agreement shall be for an initial period of one year beginning on July 1, 2021. The Agreement shall roll over and continue in effect for subsequent terms for one year each unless either party provides written notice of termination as provided for in the paragraph 2 below.

2. **Termination**
   A. Withdrawal by District
      A participating District may withdraw from this MOU at the end of any fiscal year by giving written notice to the CASC Induction Program at least 30 days prior to the end of that fiscal year. In the event of early termination of this MOU, PCOE shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.
   B. Withdrawal by PCOE
      PCOE may withdraw from this MOU at any time upon 30 days written notice to the participating District.

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

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

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

6. **Candidate Employment Status**
   Candidates are, and shall remain, District employees for any and all purposes throughout the term of this MOU. Candidates shall not be considered an employee, agent,

representative nor independent contractor of PCOE for any purpose whatsoever. District shall assume full responsibility for its employees.

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

8. **Amendment.**
   The provisions of this MOU may be modified only by mutual agreement of the parties. No modifications shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

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

Western Placer Unified School District	**Placer County Office of Education**
By: _____ Signature of Authorized Official	By: _____ Gayle Garbolino-Mojica
Title: ASST. SUPT. of PERSONNEL	Title: Placer County Superintendent of Schools
Date: 10/13/2021	Date: 8/10/21

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

PCOE
GOLD IN EDUCATION

Placer County Office of Education
Clear Administrative Services Credential Induction Program
Financial Letter of Commitment
July 1, 2021 – June 30, 2022

I, _____ (Candidate) will be participating in the Placer County Office of Education (PCOE) Clear Administrative Services Credential (CASC) Induction Program. I understand that all fees associated with this program are my responsibility regardless of any fees paid by my District. **The total due to PCOE for the 2021-2022 CASC is $4,000/year.**

Please choose payment plan option and sign at the bottom

I agree to pay:

- ☐ Four payments of $1,000 each, due the last business day before September 30th, December 31st, March 31st and June 30th *Alternate month to begin (if enrolled mid year):* _____
- ☐ Two payments of $2,000 each, due the last business day before September 30th and February 1st *Alternate months (if enrolled mid year):* _____ *and* _____
- ☐ Other _____

District agrees to pay on my behalf (complete information in box below):

- ☐ Total due of $4,000
- ☐ The amount of $_____ toward the total due of $4,000
  (Payment plan will be agreed upon with PCOE before enrollment will be processed.)

District: _____

School: _____

Contact for Business Services: _____ _____
Print Name Email

_____ _____
Superintendent or designee (signature) Date

_____ _____
Candidate's Signature Date

For questions or additional information, please contact:
Shelly Hollowell, Secretary, PCOE Induction Programs
(530) 745-1495 or shollowell@placercoe.k12.ca.us
Mail original to: PCOE, attn: Shelly Hollowell, 360 Nevada St., Auburn, CA 95603

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Ratification of Memorandum of Understanding between Placer County Office of Education and Western Placer Unified School District

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Cliff De Graw
Assistant Superintendent of Personnel Services

ENCLOSURES:
Agreement

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 19, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District and the Placer County Office of Education approve of this memorandum of understanding (MOU). This MOU is related to the Preliminary Administrative Services Credential Program.

RECOMMENDATION:

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

PCOE
PLACER COUNTY OFFICE OF EDUCATION

PLACER COUNTY OFFICE OF EDUCATION PRELIMINARY ADMINISTRATIVE SERVICES CREDENTIAL PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Placer County Office of Education (PCOE), Local Educational Agency (LEA) for the PCOE Leadership and Learning Collaborative (LLC) Preliminary Administrative Services Credential (PASC) Program and the Western Placer Unified School District (District) to carry out the PASC Program and the guidelines set forth in the California Commision on Teacher Credentialing (CCTC) Common, Precondition and Program Standards.

The purpose of this MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. In partnership, PCOE and the District will provide and coordinate services to carry out guidelines set forth in the CCTC standards and the vision of the PCOE LLC Program, "To recruit, prepare and retain self-reflective educators and leaders resulting in positive and equitable student outcomes." Candidates' growth and development are guided and measured by the California Administrator Performance Expectations (CAPE). Upon program completion, PCOE is to provide the candidate with a Certificate of Eligibility or a Preliminary Administrative Services Credential.

The PCOE PASC Program agrees to:

1. Employ a Program Administrator and clerical support to perform services as described in the CCTC Common, Precondition and Program Standards.
2. Provide workspace and technical support to the Program Administrator and clerical support.
3. Design, provide and maintain a high-quality, rigorous preparation program that is aligned to the CAPEs and includes 240 hours of course content, facilitated collaboration, learning labs, authentic fieldwork, and support for completion of CalAPA.
4. Establish and maintain accurate records and provide reports in accordance with CCTC requirements.
5. Recruit, employ and evaluate faculty and PLC coaches.
6. Provide coaches and faculty with initial and ongoing professional learning, goal setting and efforts to support diversity and excellence (Common Standard 1).
7. Pay a stipend directly to coaches and course faculty.
8. Provide candidates, faculty and coaches access to an online learning management system.
9. Convene an Advisory Team (partner coordinators, PCOE personnel, program representatives and university partners), meeting a minimum of two times each year, to plan, evaluate and revise the program based upon state and CCTC updates, program data, and stakeholder data and feedback. Provide electronic updates as needed.
10. Provide candidates with advisement, systematic support, supervision and competency feedback.
11. Submit recommendation to CCTC for the Preliminary Administrative Services Credential or Certificate of Eligibility for candidates who know and demonstrate the knowledge and skills necessary to educate and support effectively all students in meeting state-adopted academic standards (Common Standard 5), receive passing scores on the CalAPA, and successfully complete the Preliminary Administrative Services program requirements.

District agrees to:

1. Appoint a District curriculum coordinator and human resources representative and/or designee who will serve as a liaison to PCOE, provide feedback to the PASC Program on the quality of candidate

preparation (Common Standard 2) and attend Advisory Team meetings a minimum of two times per year.
2. Provide an appropriate administrator to serve as District advisor to guide the candidate throughout the program.
3. Support the candidate by providing access to District administrators for interviews, providing information about, and access to, data, documents, meetings and activities that will support their CalAPA cycles and professional growth as an aspiring leader.
4. Upon successful completion of the PASC Program, apply the candidate's participation in the program to the District's current policy/practice regarding advancement on the certificated salary schedule.

Other conditions PCOE PASC Program and District agree to:

1. **Term**
The initial term of this Agreement shall be for an initial period of one year beginning on July 1, 2021. The Agreement shall roll over and continue in effect for subsequent terms for one year each unless either party provides written notice of termination as provided for in the paragraph 2 below.

2. **Termination**
A. Withdrawal by District
A participating District may withdraw from this MOU at the end of any fiscal year by giving written notice to the PASC Program at least 30 days prior to the end of that fiscal year.
B. Withdrawal by PCOE
PCOE may withdraw from this MOU at any time upon 30 days written notice to the participating District.

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

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

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

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

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

8. **Amendment.**
   The provisions of this District Agreement may be modified only by mutual agreement of the parties. No modifications shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

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

Western Placer Unified School District

By: _____
Signature of Authorized Official

Title: ASST. SUPT. of PERSONNEL
Date: 10/13/2021

Placer County Office of Education

By: _____
Gayle Garbolino-Mojica

Title: Placer County Superintendent of Schools
Date: 9/10/21

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Overnight Field Trips

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Pickett

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Student Fees/School Funds

MEETING DATE:
October 19, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
Per Board Policy 6153, the Board of Trustees recognizes that school-sponsored trips are an important component of a student's development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band activities, or other extracurricular or cocurricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study.

Requests for school-sponsored trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other school-sponsored trips shall be approved in advance by the principal.

Students will not be excluded due to inability to pay.

Information regarding the overnight field trips for which approval is being sought is attached.

2021-2022 Overnight Field Trips

School Site:

FIELD TRIP:	X-Treme Team Challenge
BRIEF DESCRIPTION: (citing educational purpose)	This will give Cadets a clear understanding of the CACC program.
DATES:	October 22-24
LOCATION(S):	Camp San Luis Obispo, 10 Sonoma Ave, San Luis Obispo, CA 93405
LODGING ACCOMMODATIONS:	1 man tents
PERSON(S) COORDINATING:	Bob Pierce
STUDENTS PARTICIPATING:	30 Cadet Corps Students
FUNDING SOURCE:	Cadet Corps Funds

FIELD TRIP:	
BRIEF DESCRIPTION: (citing educational purpose)	
DATES:	
LOCATION(S):	
LODGING ACCOMMODATIONS:	
PERSON(S) COORDINATING:	
STUDENTS PARTICIPATING:	
FUNDING SOURCE:	

FIELD TRIP:	
BRIEF DESCRIPTION: (citing educational purpose)	
DATES:	
LOCATION(S):	
LODGING ACCOMMODATIONS:	
PERSON(S) COORDINATING:	
STUDENTS PARTICIPATING:	
FUNDING SOURCE:	

FIELD TRIP:	
BRIEF DESCRIPTION: (citing educational purpose)	
DATES:	
LOCATION(S):	
LODGING ACCOMMODATIONS:	
PERSON(S) COORDINATING:	
STUDENTS PARTICIPATING:	
FUNDING SOURCE:	

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 Contract with Diligent

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
CARES/LCFF Base

MEETING DATE:
October 19, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
The attached contract with Diligent Corporation for the implementation of BoardDocs, an online platform to streamline the development of and access to the WPUSD Board agendas and packets for Board meetings. This contract comes to the Board for approval in response to the October 5, 2021 presentation and Board discussion during our regularly scheduled Board meeting.

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

Diligent

Agreement Number: Q-726270

ORDER FORM

This Order Form is made by and between Western Placer Unified School District ("**Client**") whose principal place of business is 600 6th Street, Suite 400, Lincoln, California, 95648, United States and Diligent Corporation (hereinafter "**Diligent**"), whose registered office is located at 1111 19th St NW, 9th Floor, Washington DC 20036. The Order Form is effective as of the **Effective Date**, as defined below. Each of Client and Diligent are a "**Party**" and are together the "**Parties**." All amounts are in USD currency.

A. Terms

This Order Form, together with the applicable General Terms and Conditions as identified at https://diligent.com/governance-cloud-terms-conditions and the applicable Product Terms as identified at https://diligent.com/product-terms, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the "Agreement"). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client's acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

B. Diligent Services

Description	Quantity	Annual Price Per	Total Annual Price
BoardDocs Pro	1	$12,000.00	$12,000.00

Total Annual Subscription Fee: **$12,000.00**
One-Time Installation Fee: **$0.00**

Upon execution of this Agreement, Diligent will issue an invoice for the amount of $12,000.00, plus applicable taxes.

Pricing is valid until October 31, 2021. If the Agreement received is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The "Effective Date" of this Agreement shall be the date of the Client's signature, and the Initial Term of the Agreement shall run for 1 year from the Effective Date.

After the Initial Term, the term of the Agreement will automatically renew for additional 1 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. For each year of the Term, pricing shall increase by 2.00% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to billing@diligent.com. All Subscription Fees shall be payable on an annual basis in advance. All payments are due Net 30 days from the date of invoice.

C. Notices And Client Information

	Invoicing	Notices
Client Contact Name:	Western Placer Unifed School District	
Address:	600 Sixth St. Suite 400, Lincoln CA 95648	
Billing Contact:	Audrey Kilpatrick	akilpatrick@wpusd.org

Diligent

Agreement Number: Q-726270

Phone:	916-645-6387	
E-mail:	akilpatrick@wpusd.org	
Additional Email:	mgonzalez@wpusd.org	
VAT/Tax ID:		
Purchase Order:		

IF APPLICABLE: ☐ Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

Notices to Diligent:

Except as otherwise identified, all notices to Diligent shall be sent to:

Diligent Corporation
111 West 33rd Street, 16th Floor, New York, NY 10120

Legal@diligent.com

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

Western Placer Unified School District
("Client")

By:

Name: Kerry Callahn

Job Title: Superintendent

Date: October 14, 2021

Diligent Corporation
("Diligent")

By:

Name:

Job Title: General Counsel

Date:

Training Overview for BoardDocs Pro

Our goal is to provide you with the best training experience possible while ensuring the highest level of satisfaction with our service. To that end, here are some important considerations as you prepare for your training:

- Choosing a set of back-to-back dates when we can conduct all three of the training sessions described below is vitally important to ensure a successful implementation.

- If you'll be using the optional BoardDocs Pro Plus service, the suggested schedule below may need to be adjusted to accommodate larger groups or additional sessions. If necessary, your implementation specialist will work with you to customize the training schedule.

- Online refresher training is available at any time after your implementation at no cost to your organization. To request a refresher training session, you can contact BoardDocs technical support by phone at 800-407-0141, Option 1, or by email at support@boarddocs.com.

- With the experience and benefit of having trained hundreds of organizations on the use of BoardDocs, our implementation team has the necessary expertise to properly instruct your staff and answer their questions. With this in mind, please note that we don't conduct train-the-trainer sessions.

Training for BoardDocs Pro is completed during several sessions:

Session 1 – Publisher Training

***Duration**: Approximately 8 hours total, typically split into two multiple smaller sessions.*
***Attendees**: Publisher and backup publisher.*

During this session, publishers will learn how to create agendas, library items, and policies, and then assemble them into a packet. They will also learn how to manage meetings, record votes, create minutes, create accounts, and customize the BoardDocs site using option settings. Publishers should have sample agenda and backup materials available in electronic format to facilitate creation of an agenda and packet.

This session should be conducted in a conference room away from the publisher's work area so the publisher, backup publisher, and implementation specialist can work collaboratively in an online meeting session, or in person if that option was purchased, to build agenda and packet materials. These materials will be used during the administrative and executive sessions on day two of your training.

For the primary publisher, a properly configured laptop computer connected to the network and Internet and projected on a screen in the meeting room should be made available for this session. Each additional attendee should have a computer on which they can practice during the session. The designated IT contact for your implementation project will receive an email from BoardDocs Support that includes system preparation instructions.

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If we are conducting the training remotely, the room should be equipped with a conference phone capable of allowing my voice to be clearly heard through the online meeting service that I will be using.

Session 2 – Administrative Staff Training

***Duration**: Approximately 1 hour.*
***Attendees**: Staff members who contribute information for meeting agendas, chief executive (CEO, executive director, superintendent, or city administrator as appropriate for your organization), publisher, backup publisher, project manager and IT staff member(s).*

There are two primary objectives for this session: 1) demonstrate how to access agendas and supporting content; and 2) inform staff members about how they will be asked to submit their agenda items. The training format will depend on whether you're planning to use email as the principal method for submitting items to the publisher, or the online submission and approval method through which staff members can submit their items directly to the agenda. We'll introduce online submission during the publisher training to help you make this determination.

This session must be held in a meeting room with a projector and Internet-connected computer. The session is typically conducted in a demo and discussion format, so attendees are not required to have their own computers during training. If you're planning to use online submission, attendees will be asked to practice what they learned by submitting some sample items from their work areas after the session.

If we are conducting the training remotely, the room should be equipped with a conference phone capable of allowing my voice to be clearly heard through the online meeting service that I will be using.

Session 3 – Executive Training

***Duration**: Approximately 1 hour.*
***Attendees**: All members of the governing body, chief executive (CEO, executive director, superintendent, or city administratar as appropriate for your organizatian), publisher and IT staff members.*

This session will introduce BoardDocs to the governing body. We recommend that this training be conducted in the room where the meetings are held so you can determine if there are additional technical issues that need to be addressed prior to going live with BoardDocs, such as access to outlets, placement of computers, etc. If this is not possible, then the training should be held in a room large enough to accommodate the governing body while providing a clear view of the screen on which my presentation will be projected.

An Internet-connected computer projected on the screen must be provided. If I will be conducting the training remotely, the computer must be capable of connecting to the online meeting, and a conference phone capable enough for my voice to be clearly heard through the online meeting service that I will be using must also be provided. Executives will need their

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laptops or tablet devices during the training so they can follow along as I guide them through the use of the system.

Assistance from your organization's IT support group is critical for this session. At least one person from the IT organization should be available to assist those who may experience equipment or connectivity problems during training so the session can proceed smoothly. Larger groups may require an additional support person.

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INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Adopt Western Placer Unified School District ESSER III Expenditure Plan

AGENDA ITEM AREA:
Action Item

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of Business Services

Kathleen Leehane
Director, Supplemental Programs & Accountability

ENCLOSURES
Yes

DEPARTMENT:
Business Services & Educational Services

FINANCIAL INPUT/SOURCE:
ESSER III Funds

MEETING DATE:
October 19, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

In response to the COVID-19 pandemic, the U.S. Congress passed the American Rescue Plan (ARP) Act, which was signed into law on March 11, 2021. This law included the distribution of a third round of federal relief funds called the Elementary and Secondary School Emergency Relief Funds (ESSER III).

The ARP Act requires local educational agencies (LEAs) that receive ESSER III funds to complete both

- a Safe Return to In-person Instruction and Continuity of Services plan, and
- an Expenditure Plan for how ESSER III funds will be used to address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

In order to receive ESSER III funds, an ESSER III Expenditure Plan must be completed by school districts and adopted by their governing board at a public meeting on or before October 29, 2021. The ESSER III Expenditure Plan must also be submitted to their county office of education (COE) for review and approval within five days of board adoption.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

The ESSER III Expenditure Plan requires districts to describe how they will use their ESSER III funds to address students' academic, social, emotional and mental health needs, as well as any learning gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Each district must use 20 percent (20%) of its ESSER III allocation to address the academic impact of lost instructional time through the implementation of evidence-based interventions. The remaining 80 percent (80%) may be used on a broader range of activities related to managing and mitigating the impacts of COVID-19 on districts and schools (listed in section 18003(d) of the CARES Act, section 313(d) of the CRRSA Act, and section 2001(e) of the ARP Act, based on guidance that what is allowable under one of the ESSER funds is allowable under all of the ESSER funds).

RECOMMENDATION:

Administration recommends the Board adopt the Western Placer Unified School District ESSER III Expenditure Plan.

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Western Placer Unified School District	Audrey Kilpatrick Assistant Superintendent, Business Services	akilpatrick@wpusd.org 916-645-6350

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Local Control and Accountability Plan (LCAP)	https://www.wpusd.org/our-district/accountability/school-district-plans
Expanded Learning Opportunities (ELO) Grant Plan	https://www.wpusd.org/our-district/accountability/school-district-plans

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

$5,055,265

Plan Section	Total Planned ESSER III
Strategies for Continuous and Safe In-Person Learning	$3,985,874
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	$1,069,391
Use of Any Remaining Funds	

Total ESSER III funds included in this plan

$5,055,265

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

Part of our success as a district can be directly tied to our belief that all community partners – staff, parents, students, and community members – have valuable insights to contribute. We believe actively seeking out multiple perspectives broadens our understanding of the issues at hand and makes our approach to student achievement more thorough and more thoughtful than it would otherwise be. Combining and refining our ideas always result in a better plan for our students. Therefore, we ensure frequent and varied opportunities for our community partners to provide feedback.

LCAP Committee Meetings – November 9, 2020; January 25, 2021; April 26, 2021; May 17, 2021;September 16, 2021

The LCAP Committee, consisting of representatives from classified and certificated administration and classified and certificated associations, met (virtually) to discuss how to best utilize all state/federal funds (i.e. - including COVID funds) to support the district's most at-risk students during and after the COVID-19 pandemic. Up to October 2021, adjustments were made to budget allocations and to educational programs based on feedback gathered from members of this committee.

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District Advisory Committee (DAC) – September 2, 2020; March 15, 2021; May 25, 2021; September 29, 2021

One of our parent groups, the District Advisory Committee (DAC), was asked for input regarding the programs they would like to implement to address the impact of the COVID-19 pandemic on their children; this included two brainstorming sessions about how to best use the state/federal funds allocated specifically for COVID mitigation.

District English Learner Advisory Committee (DELAC) – September 8, 2020; March 22, 2021; May 27, 2021; October 6, 2021

The second of our parent groups, the District English Learner Advisory Committee (DELAC), was also asked for input regarding the actions they would like to implement to address the impact of the COVID-19 pandemic on their children; this included two brainstorming sessions about how to best use the state/federal funds specifically allocated to help mitigate the impacts of the pandemic. All communications during these committee meetings are in Spanish, and our parent/school/community liaisons play a significant role in ensuring high turnout and an accepting, conversational atmosphere at these committee meetings.

Admin PLC Meetings – September 4, 2020; September 11, 2020; September 18, 2020; September 25, 2020; October 9, 2020; October 16, 2020; October 30, 2020; November 13, 2020; January 22, 2021; April 30, 2021; May 14, 2021; May 28, 2021; September 9, 2021; September 23, 2021

The school site administration met (virtually) with district administration during frequent Admin PLC meetings to provide input about how to best use the state/federal funds allocated to the district to help mitigate the impacts of the pandemic. Site administrator input was reflective of input they solicited from staff, students, and parents at their respective school sites.

WPUSD reached out to various community advocacy groups, as needed.

Additionally, we surveyed classified staff, certificated staff, and parents throughout the 2020-2021 year to solicit feedback on a variety of topics, from summer program options to teacher professional development offerings.

SELPA Consultation - May 20, 2021

Opportunity for public input was offered when the ESSER III Expenditure Plan was presented, and voted upon, at the October 19, 2021 Board of Trustees meeting.

A description of how the development of the plan was influenced by community input.

DAC/DELAC

Our two parent groups, the District Advisory Committee (DAC) and the District English Learner Advisory Committee (DELAC), continue to be valued voices for our district. We have developed a strong working relationship over the last five-to-six years, which has increased participation on both committees. Both committees know that their purpose is to help support our struggling students, and they fully embrace

that role. Both prior to the COVID-19 pandemic and during the COVID-19 pandemic, our parent groups expressed a desire to keep many of our existing programs in place. Due to the impact of the pandemic, they also advocated for an increase in funding in some areas.

Our parent groups strongly support our parent/school/community liaisons, the AVID program, after school tutoring programs, in-school intervention programs, and our summer programs. As funds allow, they would like to see increases in all of these programs going forward.

The members of our parent committees also talked about how the COVID-19 pandemic has highlighted student mental health as an area of concern. Parents are worried about how to best support their children as we return to "normal." Multiple parents detailed the changes in personality they witnessed in their own children during the pandemic. Therefore, DAC/DELAC would like to see a significant increase in mental health support for students going forward. Parents also expressed concern for children that are falling behind due to the pandemic, particularly young children (struggling to read) and high schoolers (no longer on track to graduate). Our parents would also like more support with accessing technology from home and the return of our Continuing Education classes for parents (ESL, GED Prep).

ADMIN PLC

Our administrative team has expressed concern about the lasting impacts of the COVID-19 pandemic on our students. They want to ensure we have ample intervention supports in place going forward, which include an increase in high school credit recovery options and an expansion of enrollment at our continuation high school. They hope to see an increase in support staff available to help with interventions, including personnel who can organize and create systems to help monitor student progress. The elementary team values i-Ready, Illuminate, and EduClimber as tools that can help identify and target student needs.

Our administrative team continues to highlight a need to invest in technology, both in equipment/infrastructure and in training for teachers. They express a desire to sustain the 1:1 device initiative we implemented during the COVID-19 pandemic.

Lastly, our administrative team would like to continue our work on improving math instruction, Youth Development, and AVID.

LCAP COMMITTEE

One of the LCAP Committee's greatest areas of focus is improving the district's performance on all elements of the College and Career Indicator (CCI) on the California School Dashboard. These recurring discussions about college and career readiness often address our achievement gaps and our desire to provide equitable access for all students; they also acknowledge that college and career readiness is a systemwide, K-12 concern. Another area of emphasis has been developing ways to improve our math scores.

In addition to concentrating on college/career readiness and math instruction, the LCAP Committee has also brought instructional technology and MTSS to the forefront. In an effort to ensure LCAP Supplemental funds have as much impact as possible, the committee has also recommended moving some expenditures (i.e. - SRO, partial salaries of some Educational Services staff) to general fund to free up additional supplemental funds for the categories mentioned above.

Aspects of the ESSER III Expenditure Plan that were directly influenced by specific community partner input:

- increasing/enhancing K-12 summer programs
- increasing afterschool tutoring support
- increasing opportunities for high school credit recovery
- expanding our continuation high school program
- maintaining our 1:1 student technology initiative
- providing internet access for families of independent study students and quarantined students (Hotspots)

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.
For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

$3,985,874

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
	HVAC Pipe Replacement @ TBMS -- Approved by CDE	TBMS' HVAC system was malfunctioning. Portions of the system needed to be replaced in order to provide its learning spaces with adequate air filtration, reducing the risk of COVID-19 infection.	$1,807,143
	HVAC Repairs @ TBMS	TBMS' HVAC system was malfunctioning. Portions of the system needed to be repaired in order to provide its learning	$214,929

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
		spaces with adequate air filtration, reducing the risk of COVID-19 infection.	
	COVID Testing - Student Athletics & Employee Surveillance	All student athletes and coaches will have access to free COVID-19 testing. Additionally, per CDPH and California guidelines, all unvaccinated employees will be tested at least once per week to help prevent the spread of COVID-19 on campuses.	$438,525
	Classified Staffing - COVID-19 activities	Due to increased workload due to the mandatory protocols for quarantining students who are exposed to COVID-19 at school, classified office staff are working above and beyond their normal hours. Additionally, expanding lunch periods, to more safely distance students, has resulted in a demand for additional campus supervision time.	$37,020
	Backup Data Storage -- Approved by CDE	In order to provide all students access to technology, either while on campus, attending our long-term independent study program, or quarantining at home, additional data storage is needed to accommodate the data that has resulted from increased technology use.	$88,041
	Permanent Drinking Water Filtration Project	Our regular school water fountains were a potential source of COVID transmission and have are no longer in service. Therefore, we are installing water bottle filtration fountains at all school sites, district-wide.	$111,785
LCAP: Goal 1, Action 7 & ELO Grant Plan: "Community Learning Hubs"	Expanding/Improving Wifi/Internet	In addition to technology expenditures outlined in the LCAP and the ELO Grant Plan, ESSER III funds will be allocated to install new point-to-point access at Lincoln High School to allow for better quality educational technology experiences for students, both on campus and virtually. Live streaming classes during COVID overwhelmed the wireless connectivity previously in place at LHS, which directly impacted student learning.	$21,154
LCAP: Goal 1, Action 7 & ELO Grant Plan: "Community Learning Hubs"	Expanding/Improving Wifi/Internet	In addition to technology expenditures outlined in the LCAP and the ELO Grant Plan, ESSER III funds will be allocated to install additional internet equipment to accommodate increased enrollment at ATLAS Learning Academy (long-term independent study school)	$12,846

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP: Goal 1, Action 7 & ELO Grant Plan: "Community Learning Hubs"	Internet Content Monitoring and Filtering Service	In addition to technology expenditures outlined in the LCAP and the ELO Grant Plan, ESSER III funds will be allocated to improve our internet content monitoring and filtering service. With an increase in teachers' use of technology as a learning tool, we must upgrade our internet monitoring service to keep up with the increased internet traffic. With students directly accessing technology more frequently, it is important to monitor and protect the content our students can access.	$207,309
LCAP: Goal 1, Action 7 & ELO Grant Plan: "Community Learning Hubs"	Purchase of additional Chromebooks	In addition to technology expenditures outlined in the LCAP and the ELO Grant Plan, ESSER III funds will be allocated to sustaining the district's 1:1 technology initiative over time ($330,000/yr over 3 years).	$1,047,122

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

$1,069,391

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
ELO Grant Plan: "Extended Learning Time"	K-12 Summer Programs	In addition to summer school expenditures outlined the ELO Grant Plan, ESSER III funds will be allocated to cover expenses related to summer programs, including enhancement pay and transportation	$72,106
LCAP: Goal 1, Action 9	Credit recovery	In addition to credit recovery options outlined in the LCAP, ESSER III funds will fund an additional 0.2 FTE to offer increased credit recovery options to comprehensive high school students.	$20,625

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP Goal 1, Action 9 & ELO Grant Plan: "Supports for Credit Deficient Students"	Additional 1.0 FTE (Continuation High School)	In addition to staff funded by the LCAP and the ELO Grant plan, ESSER III funds will add a teacher at our continuation high school (Phoenix High) to expand access to programs. We need to serve more credit deficient high school students who are at-risk of not graduating due to the impacts of COVID-19.	$80,385
	Certificated stipends to support students in quarantine	Certificated stipends to provide short-term independent study as an option for all quarantined students. Providing timely instructional support to quarantined students should significantly reduce lost instructional time.	$700,700
ELO Grant Plan: "Community Learning Hubs"	Hotspots	In addition to technology expenditures outlined in the ELO Grant Plan, ESSER III funds will be allocated to provide internet access to families who need it, particularly those who opted to attend ATLAS Learning Academy (our long-term independent study school) and those on quarantine.	$60,983
ELO Grant Plan: "Additional Academic Services"	Instructional Support Provider (ISP) - ATLAS Learning Academy	In addition to instructional staff expenditures outlined in the ELO Grant Plan, ESSER III funds will be used to add Instructional Support Providers to ATLAS Learning Academy (our long-term independent study school) to ensure students learning remotely are provided the individualized support needed to be academically successful.	$68,751
ELO Grant Plan: "Additional Academic Services"	Additional 0.4 FTE (3 prep buyouts) for ATLAS Learning Academy	In addition to instructional staff expenditures outlined in the ELO Grant Plan, ESSER III funds will add more class sections to ATLAS Learning Academy (our long-term independent study school) to ensure greater access to the program.	$65,841

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
K-12 Summer Programs	Students who participate in summer school are administered an end-of-program survey. Future changes to the program are based on the results of the survey. Additionally, we have all students who have participated in summer school identified as a subgroup in Illuminate (our MTSS monitoring software). This allows us to run reports that can specifically isolate these students and determine if participating in summer programs have had a positive impact on academics and/or social-emotional health.	Student progress will be monitored at the end each grading window, respectively. (Elementary students are on a trimester calendar, and secondary students are on a semester calendar.) Student progress will also be monitored when standardized test scores are released.
Expanding comprehensive high school credit recovery options	High school counselors regularly monitor student grades and progress toward graduation. In June 2021, a data analysis of D's and F's showed an increase in failing grades due to the COVID-19 pandemic; therefore, we increased the amount of credit recovery sections for	High school counselors monitor student grades every semester. The CyberHigh intervention teacher monitors student work completion in credit recovery classes daily.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	students. Going forward, the amount of sections we offer will be based upon student need. The CyberHigh intervention teacher works with students daily and monitors their completion of the online credit recovery classes. The intervention teacher is in regular contact with her students' academic counselors.	
Expanding enrollment at Phoenix High School (continuation)	In June 2021, a data analysis of students who were not on track to graduate (due to credit deficiencies and in spite of AB 104) indicated a significant need to expand our continuation high school program. We had a waitlist of approximately 50 students. Expanding the program reduced our waitlist by half. Expanding enrollment allowed us to open our continuation high school program to younger students (grade 10 and early grade 11), which increases their chances of graduating within 4 years. The hope is that this proactive approach will increase our 4-year graduation rate over time.	High school counselors monitor graduation progress every semester. A district-wide spreadsheet is regularly maintained that contains a list of students we are monitoring as potential transfers to our continuation high school. Students are prioritized for transfer based on need and circumstance.
Providing academic support to students in quarantine	Due to present CDPH guidelines and the impact of the delta variant on in-person learning, a high number of students have had to quarantine at home for extended periods of time. To ensure seamless instruction, all teachers are providing equivalent and meaningful coursework for their quarantined students while continuing to support their in-person students. This increased work demand has caused teachers to work beyond their contract day. Every certificated teacher will receive a standard	Student work is monitored on the first day back from quarantine. Student work completion is calculated and recorded in our SIS using short-term independent study guidelines.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	stipend in anticipation of the beyond-contract work required to support quarantined students over the course of the school year. Every time a student is quarantined, the student's teacher(s) monitors the assigned work and provides feedback on work completed. Assessing the work completed allows the teacher(s) to determine what (if any) academic interventions are needed upon return to school.	
Expanding enrollment at ATLAS Learning Academy	In order to provide a safe, virtual learning environment for students/families who are at high-risk of COVID complications or students who found online learning advantageous during school closures, we expanded our long-term independent study program to meet the needs of these students/families. The program enrollment has doubled from pre-COVID enrollment numbers and has primary grade students for the first time. ATLAS teachers conduct weekly check-ins with families, and students have to meet a particular threshold of work completion to stay in the program. Students who do not meet the work threshold are provided with additional supports to help ensure they can continue to access the program.	Weekly
HVAC Installation/Repairs at Twelve Bridges Middle School	In order to provide a safe learning environment for all students and staff at Twelve Bridges Middle School, the HVAC system was upgraded and repaired to provide proper air circulation and air filtration. The HVAC system will be monitored on a yearly basis, when Twelve Bridges Middle School undergoes its annual	Yearly

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	facilities inspection. Any additional repairs/adjustments needed will be documented using the State of California's Facility Inspection Tool (FIT).	
Technology equipment and infrastructure purchases, installations, and upgrades	The COVID-19 pandemic has created a greater need for technology and access to technology to support learning across the district. In addition to purchasing equipment like Chromebooks and hotspots, increased internet bandwidth and internet stability have played a key role in enhancing our students' access to instructional tools and resources. Purchased equipment will be monitored/maintained using the Technology Department's inventory system. Software purchases will be monitored via Escape, our district's purchasing system. Any installation/upgrades of equipment will be monitored by our Technology Department and project completion statuses will be continually be updated.	Monthly
COVID Testing	Following CDPH guidelines, Western Placer Unified School District must provide free COVID surveillance testing to unvaccinated employees. Additionally, WPUSD understands that our community needs additional support with COVID testing. So, we have also set up free COVID testing for all students and staff who have been exposed to COVID-19 at school or at work, respectively; this additional testing allows students and staff to remain at school on "modified quarantine" instead of being sent home for 10 days. The more our students and staff can be learning and teaching in-person, the better. Established testing locations will be available across the district throughout the week. The	Weekly

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	surveillance testing site will track staff members who must be tested. In conjunction with this, payroll will track required staff testing numbers weekly. All other COVID testing locations will maintain a log of students and/or staff who are tested. Results of all COVID tests will be shared with our Assistant Superintendent of Personnel Services and our district's COVID Coordinator.	
Classified Staffing - COVID-19 activities	The COVID-19 has significantly increased the work load of all Western Placer Unified School District staff. Monitoring and tracking COVID cases and student quarantines is necessary but time-consuming work. Additionally, adjustments to school schedules have taken place (i.e. - longer lunch periods to increase social distancing) and additional academic interventions have been put in place that have also increased the demand for work. At the same time work demands are increasing across the district, WPUSD is struggling to find applicants to fill open positions To meet the needs of our students, classified staff have been completing additional tasks, both within and outside of their typical job duties, above and beyond their contracted work time. Additional compensation for classified staff will be monitored by both site administrators and through the Payroll and Business Departments on a monthly basis (following our pay periods).	Monthly
Permanent Drinking Water Filtration Project	Regular drinking fountains are a potential source of COVID-19 transmission. To provide a safe way for students to have regular access to	Yearly

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	water, water bottle fill stations have been added at school sites across the district. These stations also have advanced filtration that guarantee safe drinking water for our students. The water bottle fill stations will be monitored on a yearly basis, when each school site undergoes its annual facilities inspection. Any additional repairs/adjustments needed will be documented using the State of California's Facility Inspection Tool (FIT).	

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
    - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at https://www.cde.ca.gov/fg/cr/arpact.asp.

For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
    - For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:

- **Tier 1 – Strong Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
- **Tier 2 – Moderate Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
- **Tier 3 – Promising Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
- **Tier 4 – Demonstrates a Rationale**: practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.

  - **For additional information please see the Evidence-Based Interventions Under the ESSA web page at** https://www.cde.ca.gov/re/es/evidence.asp.

- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
  - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
  - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
  - Any activity authorized by the Adult Education and Family Literacy Act;
  - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
  - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
  - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
  - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
  - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
  - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
  - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
  - Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
  - Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
  - Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;

- Addressing learning loss among students, including underserved students, by:
  - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
  - Implementing evidence-based activities to meet the comprehensive needs of students,
  - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
  - Tracking student attendance and improving student engagement in distance education;

  Note: A definition of "underserved students" is provided in the Community Engagement section of the instructions.
- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of "Not Applicable" in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the 'Total ESSER III funds received by the LEA,' provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the 'Total ESSER III funds included in this plan,' provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA's plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

"Meaningful consultation" with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
    - For purposes of this requirement "underserved students" include:
        - Students who are low-income;

- Students who are English learners;
- Students of color;
- Students who are foster youth;
- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
    - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

- Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
- Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: https://www2.ed.gov/documents/coronavirus/reopening-2.pdf.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.

- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate "$0".

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Resolution #21/22.11 to Support Local Decision-Making Authority and Request Modifications to the Governor's Vaccination Mandate

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Kerry Callahan KC
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
NA

MEETING DATE:
October 19, 2021

ROLL CALL REQUIRED:
Yes

BACKGROUND:
At our October 5, 2021 Board meeting, Vice President Armitage requested an agenda item for the Board to consider a letter and resolution to be sent to Governor Newsom regarding WPUSD's concerns with the COVID-19 vaccination mandate. The District's legal counsel supported Superintendent Callahan in developing the enclosed letter and resolution.

RECOMMENDATION:
Administration recommends that the Board discuss and approve, as is or with amendments, Resolution #21/22.11 (and cover letter) to Governor Newsom in support of local decision-making authority and to request modifications to the Governor's vaccination mandate.

BEFORE THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT LINCOLN, CALIFORNIA

RESOLUTION SUPPORTING LOCAL DECISION-MAKING AUTHORITY AND REQUESTING MODIFICATIONS TO THE GOVERNOR'S VACCINATION MANDATE	**RESOLUTION NO. 21/22.11**

WHEREAS, a child's right to public education is a fundamental right or interest that must be made available to all children on an equal basis under both the United States Constitution and the California Constitution;

WHEREAS, through the California Constitution, local school districts are entrusted to meet the needs of all students in a manner that ensures the fundamental benefits of school are equitably applied;

WHEREAS, the American Academy of Pediatrics has noted, and it is widely accepted, that schools are essential to child and adolescent development and well-being, providing students with academic instruction, social and emotional skills, reliable nutrition, physical and mental health therapy, and opportunities for physical activity, among other benefits;

WHEREAS, the Board believes these benefits are maximized for most students when delivered in a safe, emotionally supportive, in-person school environment and that when illness or absence occur, there is a negative impact on the continuity in learning;

WHEREAS, in the face of public health concerns, such as the COVID-19 pandemic, and with the primary interest of keeping children in school, local school districts must consult with local public health officials to ensure a safe environment based upon local conditions and community needs;

WHEREAS, on October 1, 2021, Governor Gavin Newsom proposed a COVID-19 vaccination mandate for all staff and students attending public and private California K-12 schools in-person ("Vaccination Mandate");

WHEREAS, the Governor's Vaccination Mandate severely limits local school district control in deciding the best way to ensure all students access to in-person education contrary to California Code of Regulation section 6025, which requires a school district to "unconditionally admit or allow continued attendance" to any child, provided the school has received documentation the child has been immunized in

accordance with sections 6065 and 6070. Health and Safety Code section 120335 provides a list of ten (10) specifically enumerated illnesses for which a child must be vaccinated for admission to any school in California, but does ***not*** include the COVID-19 vaccination;

WHEREAS, healthy children are generally not at risk of hospitalization or death from COVID-19, with the fatality rate in California for children ages 0-17 equal to 0.0005%;

WHEREAS, the California Department of Public Health ("CDPH") has recognized that since 2020, at least 545,014 Californians aged 5 to 17 have been infected with and recovered from COVID-19 and numerous recent studies (including *Cell Reports Medicine* funded by the National Institute of Health, citing the immune response of COVID-19 survivors remained durable and strong over a period of 250 days after infection and a recent Israeli study finding a vaccinated person is only 92.8% protected from re-infection, while an unvaccinated person who recovered from COVID-19 is 94.8% protected from reinfection) support the conclusion that people who have recovered from COVID-19 may have more durable and long-lasting immunity to COVID-19 compared to vaccinated individuals who have not been infected with COVID-19;

WHEREAS, the Vaccination Mandate would unfairly exclude from in-person school many WPUSD students who have recovered from COVID-19, but whose parents chose not to have them vaccinated because they retain natural immunity;

WHEREAS, the Vaccination Mandate could unfairly exclude from in-person school many WPUSD students whose families have sincerely held religious beliefs that conflict with the mandate;

WHEREAS, the Vaccination Mandate could unfairly exclude from in-person school WPUSD students with personal beliefs that conflict with the mandate;

WHEREAS, the Board recognizes that in such instances where students are excluded from school, students may enroll in independent study, but a family's selection of independent study for their child is voluntary under Education Code section 51747 and not all students are well suited for independent study;

WHEREAS, notwithstanding an independent study option, the Vaccination Mandate severely limits parent choice in public education and the Board recognizes many families who choose not to vaccinate their children will instead disenroll their children from school;

WHEREAS, given this likely result, the Vaccination Mandate interferes with a local school district's obligation to provide a safe and emotionally supportive in-person option for school to all students in the way best suited for local conditions.

NOW THEREFORE, BE IT RESOLVED as follows:

The Board requests Governor Newsom and other state officials:

a. Reconsider the impact of the Vaccination Mandate on all students and staff in K-12 public schools, including the anticipated interruption in attendance for many students whose parents elect not to vaccinate them, which will impede their access to academic instruction, social and emotional skills, reliable nutrition, physical and mental health therapy, and opportunities for physical activity.

b. Modify the Vaccination Mandate to allow for clear exemptions, including exemptions for students with natural immunity due to COVID-19 exposure and for families with sincerely held religious or personal beliefs that conflict with the mandate.

c. Provide flexibility to allow local school districts, in consultation with the local public health officials, to independently determine alternative COVID-19 safety protocols and mitigations with respect to COVID-19 vaccinations.

BE IT FURTHER RESOLVED that the Board hereby delegates to the Superintendent or her designee the authority to carry out the intent of this Resolution.

The foregoing Resolution was passed and adopted by the Board of Trustees of the Western Placer Unified School District of Lincoln, California, at a regular meeting of the Board of Trustees held on _____, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kris Wyatt, President

I, Criste Freymond, Clerk of the Board of Trustees of Western Placer Unified School District, HEREBY CERTIFY that the foregoing Resolution was duly introduced, passed and adopted by the Board of Trustees at a meeting thereof held on the ____day of _____, 2021.

_____
Clerk of the Board of Trustees

WESTERN PLACER
UNIFIED SCHOOL DISTRICT
600 Sixth St, Suite 400, Lincoln CA 95648
Ph: (916) 645-6350 • Fax: (916) 645-6356

Board of Trustees: Kris Wyatt
Damian Armitage
Criste Freymond
Jason Price
April Nitsos

Superintendent: Kerry Callahan

October 20, 2021

Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, CA 95814

Re: COVID-19 Vaccination Mandate for Schools

Dear Governor Newsom:

On October 19, 2021, the Western Placer Unified School District (WPUSD) Board of Trustees adopted Resolution 21/22.11, supporting local decision-making and requesting modifications to the proposed COVID-19 vaccination mandate for all staff and students attending California public K-12 schools in-person. The resolution is enclosed.

The California Constitution entrusts local school districts and their elected officials to provide schools that meet the needs of all students in a fair and equitable manner. Our Board knows that schools are essential to child and adolescent development and well-being. For many students, this can only be recognized in a safe, emotionally supportive, in-person school environment. The proposed COVID-19 vaccination mandate will likely exclude many students from in-person instruction. When absence occurs, there is a negative impact on the continuity in learning for all students.

On behalf of our community, we urge you to reconsider the impact of the proposed vaccination mandate on all students and staff in K-12 public schools, including the anticipated interruption to in-person attendance at school for many students whose parents elect not to vaccinate them, whether due to sincerely held religious or personal beliefs, or because children have natural immunity due to prior COVID-19 exposure.

We invite you to learn from our parents, our students and our community members about their concerns. To that end, we would like to host a Town Hall with you and your staff as well as with our local officials and their staff at your earliest convenience. This Town Hall would provide an opportunity for you and local officials to hear from our community about parental choice in public education and what it means to provide for a safe and emotionally supportive school environment. We urge you to accept our invitation so that we can work together to ensure a safe school environment that prioritizes access to in-person education for all students.

Sincerely,

Kris Wyatt
Board President, Western Placer Unified School District

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Board Clerk, Western Placer Unified School District

April Nitsos
Board Member, Western Placer Unified School District

Jason Price
Board Member, Western Placer Unified School District

Kerry Callahan
Superintendent, Western Placer Unified School District

cc: Assemblyman Kevin Kylie, 6th Assembly District
8799 Auburn-Folsom Road, Suite A
Granite Bay, CA 95746

Senator Brian Dahle, 1st Senate District
11310 McCourtney Road, Unit E2/E3
Grass Valley, CA 95949