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	10/6/2021	11/2/2021
Sheridan Elementary (K-5)	64	67	67
First Street Elementary (K-5)	447	392	391
Carlin C. Coppin Elementary (K-5)	441	393	387
Creekside Oaks Elementary (K-5)	609	444	445
Twelve Bridges Elementary (K-5)	652	650	649
Foskett Ranch Elementary (K-5)	412	334	331
Lincoln Crossing Elementary (K-5)	698	410	418
Scott Leaman Elementary (K-5)		480	482
Glen Edwards Middle School (6-8)	869	807	795
Twelve Bridges Middle School (6-8)	830	852	854
Lincoln High School (9-12)	2,071	1,643	1,632
Twelve Bridges High School (9-10)		568	566
Phoenix High School (10-12)	84	127	129
Atlas (K-12) (new 2019-2020)	40	88	81
SDC Program (18-22)	11	17	18
Non-Public Schools	31	30	31
TOTAL	**7259**	**7,302**	**7,276**

SDC Pre-School

Foskett Ranch	18
First Street/LIP	46
SLE	16

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

Annual Organizational Meeting of the Board of Trustees

December 21, 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: 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. Speakers are limited to three (3) minutes each.

5:05 P.M.

3. **CLOSED SESSION** – Lincoln High School – Room 23B

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 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION -

Legal counsel pursuant to government code section 54956.9- anticipated litigation regarding COVID-19

3.3 PERSONNEL
Employee Employment/Discipline/Dismissal/Release

3.4 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
a. Student Discipline – Stipulated Expulsion Student #21-22-D
b. Student Discipline – Stipulated Expulsion Student #21-22-E
c. Student Discipline – Stipulated Expulsion Student #21-22-G
d. Student Re-Entry – Student #20-21-C
e. Student Re- Entry –Student #20-21-D
f. Student Re-Entry – Student #20-21-E

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 10*** **- 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 11*** **- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Legal counsel pursuant to government code section 54956.9- anticipated litigation regarding COVID-19

4.3 ***Page 12*** **- PERSONNEL**
Employee Employment/Discipline/Dismissal/Release

4.4 ***Page 13*** **- 18 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
a. Student Discipline – Stipulated Expulsion Student #21-22-D
b. Student Discipline – Stipulated Expulsion Student #21-22-E
c. Student Discipline – Stipulated Expulsion Student #21-22-G
d. Student Re-Entry – Student #20-21-C
e. Student Re- Entry –Student #20-21-D
f. Student Re-Entry – Student #20-21-E

5. SPECIAL ORDER OF BUSINESS
Page 15 **– Diligent Board Docs Board Member Training**
Dennis Rohlfing, Implementation Specialist for BoardDocs and Community by Diligent will provide training to the Board Members for the upcoming transition of Board Agendas and Board Packet information to the Board Docs format. The transition to BoardDocs will take place at the following board meeting.

6. REORGANIZATION OF THE BOARD OF TRUSTEES

As per Board Bylaw 9100 the Board shall hold an annual organization meeting within the time limits prescribed by law (Education Code 35143). At this meeting the Board shall:

6.1 *Page 22* - Elect a President, Vice President, and Clerk from its Members

~ As per Education code 35143 and Board Bylaw 9100 the Board of Trustees shall hold an annual organizational meeting to elect a President, Vice President and Clerk from its members.

6.2 *Page 23* - Appoint a Secretary to the Board of Trustees

~ According to Board Bylaw 9122, the Superintendent shall act as Secretary of the Governing Board.

6.3 *Page 29* - Authorization of Signatures

~ As per Board Bylaw 9100, the board of Trustees will authorize district officials as those who are authorized to sign district documents.

6.4 *Page 30* - Develop a Schedule of Regular Meetings for the 2022 Year

~ The Board of Trustees must annually develop a schedule of regular meetings for the upcoming year.

6.5 *Page 32* - Appoint Committee Assignments

~ The Board of Trustees will discuss committee assignments.

7. *Page 34-207* - CONSENT AGENDA

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

7.1 Certificated Personnel Report
7.2 Classified Personnel Report
7.3 Waiver Request and Affidavit – Request for allowance of Attendance Due to Safety Condition-Material Decrease in Attendance Lincoln High School – October 28, 2021
7.4 Ratification of Contract with Auburn Ravine Ranch, Inc. and Western Placer Unified School District
7.5 Ratification of Contract with Phantom Fireworks and Western Placer Unified School District-Lincoln High School
7.6 Ratification of Contract with TNT Fireworks and Western Placer Unified School District-Twelve Bridges Middle School Music Program
7.7 Approve Contract between Stewart Signs and Twelve Bridges Middle School/Western Placer Unified School District
7.8 Comprehensive School Safety Plans- District and School Sites
7.9 Approve Agreement between PlayOn! Sports and Western Placer Unified School District

7.10 John Adams Academies Inc. Charter Schools 2020-21 Consolidated Financial Statements with Auditor's Report
7.11 Ratification of the 2021-2022 Contract with Wellness Together, Inc., dba HearYou.org
7.12 Approve Phoenix High School's 2021-2022 Single Plan for Students Achievement & Comprehensive Support and Improvement Plan
7.13 Approve 2021-2022 Single Plans for Student Achievements (SPSAs)
7.14 Ratification of Contract with I-Lead
7.15 Student Discipline – Stipulated Expulsion Student #21-22-D
7.16 Student Discipline – Stipulated Expulsion Student #21-22-E
7.17 Student Discipline – Stipulated Expulsion Student #21-22-G
7.18 Student Discipline Re-Entry – Student #20-21-C
7.19 Student Discipline Re-Entry – Student #20-21-D
7.20 Student Discipline Re-Entry – Student #20-21-E
Roll call vote:

8. 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

9. ♦ACTION ♦DISCUSSION ♦INFORMATION

Members of the public wishing to comment on any items should complete a yellow REQUEST TO ADDRESS BOARD OF TRUSTEES form located on the table at the entrance to the Board Room. Request forms are to be submitted to the Board Clerk before each item is discussed. Speakers are limited to three (3) minutes each.

9.1 Action *Page 210* – **RESOLUTION #21/22.12 IN SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION AND FUNDING UNDER THE SCHOOL FACILITY PROGRAM AND APPOINTING AUTHORIZED DISTRICT REPRESENTATIVES FOR THE SCHOOL FACILITY PROGRAM**– **Adell** (*21-22 G & O Component I, II, III, IV, V)*
Roll call vote:

9.2 Action *Page 212* – **EDUCATOR EFFECTIVENESS BLOCK GRANT PLAN – Pickett** (*21-22 G & O Component I, II, III, IV, V)*

9.3 Action *Page 217* – **2021-22 FIRST INTERIM REPORT – Kilpatrick** *(21-22 G & O Component I, II, III, IV, V)*

9.4 Action *Page 398* - **DISTRICT VOTING REPRESENTATIVE – Callahan** *(21-22 G & O Component I, II, III, IV, V)*
•Placer County Office of Education requires a voting representative from each district to vote on the Placer County Committee. The district Board of Trustees is required to select one voting representative from the current Board of Trustees.

9.5 Action *Page 400* – **ADOPTION OF REVISED/NEW/EXHIBITS/POLICIES/ REGULATIONS – Callahan** *(21-22 G & O Component I, II, III, IV, V)*

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

- BP 3600 – Consultants
- E 4112.9 4212.9 4312.9 – Employee Notifications
- AR 4161.2 – Personal Leaves
- AR 4161.8 – Family Care and Medical Leave

10. 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. Speakers are limited to three (3) minutes each.

11. BOARD OF TRUSTEES

11.1 FUTURE AGENDA ITEMS

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

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

11.2 BOARD MEMBER REPORTS/COMMENTS

12. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**January 18, 2021** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

13. ADJOURNMENT

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

Posted: 121721
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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 23B**
Date: **Tuesday, December 21, 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:
December 21, 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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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED 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:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session regarding conference with legal counsel pursuant to government code section 54956.9 – anticipated litigation regarding COVID-19.

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ DISMISSAL/RELEASE

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Cliff De Graw
Assistant Superintendent

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 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

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline
Stipulated Expulsion Student:
Student #21-22-D

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will discuss, and then take action under consent regarding the Stipulated Expulsion of Student #21-22-D.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken on the Stipulated Expulsion of Student #21-22-D.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline
Expulsion Student #21-22 E

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken during Closed Session in regards to the expulsion of Student 21-22-E

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken in regards to the above item.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Student Discipline
Stipulated Expulsion Student:
Student #21-22-G

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will discuss, and then take action under consent regarding the Stipulated Expulsion of Student #21-22-G.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken on the Stipulated Expulsion of Student #21-22-G.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Student Discipline
Re-Entry of Student #20-21-C

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline
Re-Entry of Student #20-21-D

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Student Discipline
Re-Entry of Student #20-21-E

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

SPECIAL ORDER OF BUSINESS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
BoardDocs Training

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Kerry Callahan,
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

Dennis Rohlfing, Implementation Specialist for BoardDocs and Community by Diligent will provide training to the Board Members for the upcoming transition of Board Agendas and Board Packet information to the Board Docs format. The transition to BoardDocs will officially occur beginning with the Boards first meeting in 2022.

RECOMMENDATION:

The Board of Trustees participate in the training of BoardDocs

wp//factsheet

REORGANIZATION

OF

THE

BOARD OF

TRUSTEES

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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SUBJECT:
Elect a:
- President
- Vice President
- Clerk

AGENDA ITEM AREA:
Reorganization of the Board of Trustees

REQUESTED BY:
Kerry Callahan
District Superintendent

ENCLOSURES:
Board Bylaws 9100, 9121, 9123

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

Board Bylaw 9100 states the Board of Trustees shall hold an annual organization meeting within the time limits prescribed bylaw. Action will be taken to elect the following:

- President of the Board of Trustees
- Vice President of the Board of Trustees
- Clerk of the Board of Trustees

RECOMMENDATION:

Administration recommends the Board of Trustees hold its annual organization meeting and elects a President, Vice President and Clerk from among its members.

wp/rk/factformboardreoganization

Bylaw 9100: Organization **Status:** ADOPTED

Original Adopted Date: 09/04/2007 | **Last Revised Date:** 02/16/2016

Annual Organizational Meeting

Each year, the Board of Trustees shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. (Education Code 35143)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members

2. Appoint the Superintendent as secretary to the Board

3. Authorize signatures

4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters

5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

(cf. 9140 - Board Representatives)

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9230 - Orientation)

(cf. 9240 - Board Development)

(cf. 9320 - Meetings and Notices)

(cf. 9323 - Meeting Conduct)

Election of Officers

The Board shall each year elect its entire slate of officers.

(cf. 9224 - Oath or Affirmation)

The election of Board officer shall be conducted during an open session of the annual organizational meeting.

Bylaw 9121: President **Status:** ADOPTED

Original Adopted Date: 09/04/2007 | **Last Revised Date:** 10/03/2017

The Board of Trustees shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9100 - Organization)

To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the president shall:

1. Call such meetings of the Board as he/she may deem necessary, giving notice as required by law

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

2. Consult with the Superintendent or designee on the preparation of Board meeting agendas

(cf. 9322 - Agenda/Meeting Materials)

3. Call the meeting to order at the appointed time and preside over the meeting

4. Announce the business to come before the Board in its proper order

5. Enforce the Board's bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act

6. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference

7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused

8. Rule on issues of parliamentary procedure

9. Put motions to a vote, and state clearly the results of the vote

(cf. 9323 - Meeting Conduct)

The president shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts, orders, and resolutions necessary to comply with legal requirements and carry out the will of the Board

2. Working with the Superintendent to or designee to ensure that Board members have necessary materials and information

3. Subject to Board approval, appointing and dissolving all committees

(cf. 9130 - Board Committees)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

4. In conjunction with the Superintendent or designee, representing the district as the Board's spokesperson in conjunction with the media

(cf. 1112 - Media Relations)

5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

The president may participate in the California School Boards Association Board President's Workshop and other professional development opportunities to enhance his/her leadership skills.

(cf. 9240 - Board Training)

When the president resigns or is absent, the vice president shall perform the president's duties. When both the president and vice president are absent, the clerk shall perform the president's duties.

(cf. 9123 - Clerk)

Bylaw 9123: Clerk **Status:** ADOPTED

Original Adopted Date: 09/04/2007 | **Last Revised Date:** 09/16/2014

The Board of Trustees shall elect a clerk from its own membership at the annual organizational meeting. (Education Code 35143)

(cf. 9100 - Organization)

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required

2. Maintain such other records or reports as required by law

3. Sign documents on behalf of district as directed by the Board.

4. Serve as presiding officer in the absence of the president and vice president

(cf. 9121 - President)

5. Notify Board members and members-elect of the date and time for the annual organizational meeting

6. Perform any other duties assigned by the Board

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:
Appoint a Secretary to the Board of Trustees

AGENDA ITEM AREA:
Reorganization of the Board of Trustees

REQUESTED BY:
Board of Trustees

ENCLOSURES:
Board Bylaws 9122

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

Board Bylaw 9100 states the Board of Trustees shall hold an annual organization meeting within the time limits prescribed bylaw. Action will be taken to appoint a Secretary to the Board of Trustees. According to Board Bylaw 9122, the Superintendent shall act as Secretary of the Governing Board.

RECOMMENDATION:

Administration recommends the Board of Trustees appoint Superintendent Kerry Callahan as Secretary of the Board.

wp/rk/factformappointsecretary

Bylaw 9122: Secretary **Status:** ADOPTED

Original Adopted Date: 09/04/2007

The Board of Trustees shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board agenda

(cf. 9322 - Agenda/Meeting Materials)

2. Record, distribute and maintain the Board minutes

(cf. 9324 - Minutes and Recordings)

3. Maintain Board records and documents

4. Conduct official correspondence for the Board

5. As directed by the Board, sign and execute official papers

6. Perform other duties as assigned by the Board

(cf. 2111 - Superintendent Governance Standards)

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Authorization of Signatures

AGENDA ITEM AREA:
Reorganization of the Board of Trustees

REQUESTED BY:
Kerry Callahan
District Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

Board Bylaw 9100 state the Board of Trustees shall hold an annual organization meeting within the time prescribed by law. As per Board Bylaw 9100, the Board of Trustees will authorize district officials as those who are authorized to sign district documents. Those officials are:

- Kerry Callahan, District Superintendent
- Scott Pickett, Assistant Superintendent of Educational Services
- Audrey Kilpatrick, Assistant Superintendent of Business & Operations
- Cliff De Graw, Assistant Superintendent of Personnel Services
- Carrie Carlson, Director of Business Services

ADMINISTRATION RECOMMENDATION:

Administration recommends the Board of Trustees approve the above listed as authorized signers.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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SUBJECT:
Develop Meeting Schedule for:
- Board of Trustee Meetings of 2022

AGENDA ITEM AREA:
Reorganization of the Board of Trustees

REQUESTED BY:
Kerry Callahan
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
Board Bylaw 9100 states the Board of Trustees must annually develop a Schedule of regular meetings for the upcoming year.

RECOMMENDATION:
Administration recommends the Board of Trustees adopt the 2022 Board of Trustee meeting schedule.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
2022 BOARD OF TRUSTEE MEETING SCHEDULE

The Board of Trustees Meet the First and Third Tuesday of each month.
All meetings begin at 7:00 p.m., unless otherwise specified.

JANUARY Tuesday, January 18, 2022	**JULY** NO FORMAL MEETINGS SCHEDULED FOR JULY (SUBJECT TO CHANGE, CHECK WEBSITE) (WORK STUDY SESSION AS NEEDED)
FEBRUARY Tuesday, February 1, 2022 Tuesday, February 15, 2022	**AUGUST** Tuesday, August 2, 2022 Tuesday, August 16, 2022
MARCH Tuesday, March 1, 2022 Tuesday, March 15, 2022	**SEPTEMBER** Tuesday, September 6, 2022 Tuesday, September 20, 2022
APRIL Tuesday, April 5, 2022 Tuesday, April 19, 2022 *(Spring Break, April 11- April 15)*	**OCTOBER** Tuesday, October 4, 2022 Tuesday, October 18, 2022
MAY Tuesday, May 3, 2022 Tuesday, May 17, 2022	**NOVEMBER** Tuesday, November 1, 2022 Tuesday, November 15, 2022 *(Thanksgiving Week, Nov. 21-25)*
JUNE Tuesday, June 7, 2022 Tuesday, June 21, 2022	**DECEMBER** Tuesday, December 6, 2022 *Tuesday, December 20, 2022* *(Winter Break, Dec. 23-Jan 6, 2023)*

Regular Board Meetings are held in the
WPUSD District Office/City Hall Building
3rd Floor Conference Room
600 Sixth Street, Lincoln CA 95648
(unless otherwise specified).

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM AREA:
Reorganization of the Board of Trustees

REQUESTED BY:
Kerry Callahan,
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

Board of Trustees will assign following committee assignments.

- Education Foundation (2)
- Farm Foundation (2)
- Wellness Committee (1)
- Board Policy (1)
- School Committee (Collaborative Planning Group) (2)
- Library Committee (2)

RECOMMENDATION:

Administration recommends the Board of Trustees accept committee assignments.

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:
December 21, 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

December 21, 2021

CERTIFICATED/MANAGEMENT

NEW HIRES: None

REQUEST FOR LEAVE OF ABSENCE: None

REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS): None

TRANSFERS: None

RESIGNATIONS: None

1. Name: Kari Doherty
   Position: Math Teacher
   FTE: 1.0 FTE
   Effective: December 31, 2021
   School Site: Glen Edwards Middle School

RETIREMENTS: None

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
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:
December 21, 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

December 21, 2021

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Shasta Roberts
   Position: Instructional Aide
   FTE: 4.0 hours
   Days: Short Term
   Effective: December 01, 2021-June 10, 2022
   Site: Creekside Oaks Elementary

2. Name: Katie Scutero
   Position: Custodian/Groundsman
   FTE: 4.0 hours
   Days: 12 Months
   Effective: December 08, 2021
   Site: Twelve Bridges Elementary

3. Name: Amy Harris
   Position: Instructional Aide
   FTE: 2.0 hours
   Days: 10 Months
   Effective: December 08, 2021
   Site: Carlin C Coppin Elementary

4. Name: Benjamin Scholtz
   Position: Custodian/Groundsman
   FTE: 8.0 hours
   Days: 12 Months
   Effective: December 09, 2021
   Site: Glen Edwards Middle School

5. Name: Stephen Howard
   Position: Paraprofessional
   FTE: 6.5 hours
   Days: 10 Months
   Effective: December 13, 2021
   Site: Creekside Oaks Elementary

6. Name: Csilla Horvath
   Position: Instructional Aide
   FTE: 2.0 hours
   Days: Short Term
   Effective: December 15, 2021-June 10, 2022
   Site: Lincoln Crossing Elementary

TRANSFER/PROMOTIONS:

1. Name: Moriah Shores
   Position: Food Service Assistant
   FTE: 3.5 hours
   Days: 10 Months
   Effective: December 01, 2021
   Site: Twelve Bridges High School

2. Name: Jennifer Shewry
   Position: Instructional Aide
   FTE: 4.0 hours
   Days: Short Term
   Effective: January 03, 2022-June 10, 2022
   Site: Twelve Bridges Elementary

ADDITIONAL POSITION/INCREASE OF HOURS:

1. Name: Chelsea Ruiz
   Position: Instructional Aide
   FTE: 2.0 hours
   Days: Short Term
   Effective: December 01, 2021-June 10, 2022
   Site: Foskett Ranch Elementary

2. Name: Sofia Curtis Perez De Guzman
   Position: Instructional Aide
   FTE: 2.0 hours
   Days: Short Term
   Effective: December 01, 2021-June 10, 2022
   Site: Foskett Ranch Elementary

3. Name: Amy Harris
   Position: Instructional Aide
   FTE: 2.0 hours
   Days: Short Term
   Effective: December 08, 2021-June 10, 2022
   Site: Carlin C Coppin Elementary

4. Name: Shasta Roberts
   Position: Instructional Aide
   FTE: 2.0 hours
   Days: Short Term
   Effective: December 08, 2021-June 10, 2022
   Site: Carlin C Coppin Elementary

5. Name: Cynthia Medina
   Position: Instructional Aide
   FTE: 1.75 hours
   Days: Short Term
   Effective: December 13, 2021-June 10, 2022
   Site: Lincoln Crossing Elementary

6. Name: Camille McDonnell
   Position: Paraprofessional
   FTE: 2.0 hours
   Days: 10 Months
   Effective: January 03, 2022
   Site: Sheridan Elementary

REHIRE: None

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave):None

REQUEST FOR LEAVE OF ABSENCE: None

RESIGNATIONS:

1. Name: John Murdock
   Position: Bus Driver
   Effective: January 01, 2022
   Site: Transportation Department
2. Name: Andrea Gibson
   Position: Instructional Aide
   Effective: December 14, 2021
   Site: Twelve Bridges Elementary

RETIREMENTS: None

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Waiver Request and Affidavit – Request for Allowance of Attendance Due to Safety Condition – Material Decrease in Attendance Lincoln High School – October 28, 2021

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Asst. Supt. of Business Services and Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Fund – Loss of up to $17,000 in LCFF Funding

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A is used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in Education Code (EC) Section 41422.
- When one or more schools were kept open but experienced a material decrease in attendance pursuant to EC Section 46392 and California Code of Regulations (CCR), Title 5, Section 428.
- When attendance records have been lost or destroyed as described in EC Section 46391.

On the evening of October 27, 2021, students began reporting to trusted adults about two snapchat images suggesting a threat of violence at Lincoln High School the morning of 10/28/21.LHS families and the Principal contacted Lincoln PD. The District SRO and his colleagues actively worked to find out where the images originated from. Although Lincoln PD was on campus the morning of 11/28/21, the high school experienced a material decrease in attendance for that day. Parents excluded their children from school for safety concerns due to possible threats of violence that day. The school had 836 absences on 10/28/21.The average total absences for the two Thursdays before and one Thursday after Thursday October 28, 2021 was 217 absences. It was determined that the posting was not credible but only after the school experienced a material loss of ADA.

In accordance with EC Section 46392 and California Code of Regulations (CCR), Title 5, Section 428 the District is submitting the Form J13A to claim a material decrease in attendance on October 28, 2021 due to emergency safety conditions.

RECOMMENDATION:

Administration recommends that the Board approve the submission of the J-13A Form and sign the Affidavit of the Governing Board members. The Form will then be submitted the Placer County Office of Education for signature and then submitted to the California Department of Education. Failure to request the waiver would result in approximately $17,000 in lost LCFF funding.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at https://www.cde.ca.gov/fg/aa/pa/j13a.asp for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME:	COUNTY CODE:	DISTRICT CODE:	CHARTER NUMBER (IF APPLICABLE):
Western Placer Unified School District	31	66951	

LEA SUPERINTENDENT OR ADMINISTRATOR NAME:	FISCAL YEAR:
Kerry Callahan	2021-2022

ADDRESS:	COUNTY NAME:
600 Sixth Street, Suite 400	Placer

CITY:	STATE:	ZIP CODE:
Lincoln	CA	95648

CONTACT NAME:	TITLE:	PHONE:	E-MAIL:
Audrey Kilpatrick	Asst. Supt. Business	916-645-6350	akilpatrick@wpusd.org

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

☉ SCHOOL DISTRICT	☐ COUNTY OFFICE OF EDUCATION (COE)	☐ CHARTER SCHOOL
Choose one of the following: ☐ All district school sites ☉ Select district school sites	Choose one of the following: ☐ All COE school sites ☐ Select COE school sites	

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

☐ **SCHOOL CLOSURE:** When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☉ **MATERIAL DECREASE:** When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☐ **LOST OR DESTROYED ATTENDANCE RECORDS:** When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

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SECTION B: SCHOOL CLOSURE

☑ **Not Applicable (Proceed to Section C)**
☐ **Supplemental Page(s) Attached**

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at https://www.cde.ca.gov/fg/aa/pa/j13a.asp if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION C: MATERIAL DECREASE

☐ **Not Applicable (Proceed to Section D)**

PART I: NATURE OF EMERGENCY (Describe in detail.)

☐ **Supplemental Page(s) Attached**

On the evening of 10/27/21,students began reporting to trusted adults about two snapchat images suggesting a threat of violence at Lincoln High School the morning of 10/28/21.LHS families and the Principal contacted Lincoln PD.The District SRO and his colleagues actively worked to find out where the images originated from. Although Lincoln PD was on campus the morning of 11/28/21,the high school experienced a material decrease in attendance.Parents excluded their children from school for safety concerns due to threats of violence that day.The school had 836 absences on Thursday 0/28/21.The average total absences for the two Thursdays before and one Thursday after was 217 absences.It was determined that the posting was not credible but only after the school experiences a material loss of ADA.

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at https://www.cde.ca.gov/fg/aa/pa/j13a.asp if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
Lincoln High School	3134657	1,537.40	10/1/21 - 10/29/21	10/28/21	1205.00	78.38%	332.40
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
	Total:	1,537.40			1,205		332.40

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at https://www.cde.ca.gov/fg/aa/pa/j13a.asp if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
	Total:	0.00			0.00		0.00

Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☒ **Not Applicable (Proceed to Section E)**

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

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SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of December 21, 2021, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names	Board Members Signatures
KRIS WYATT	
DAMIAN ARMITAGE	
CRISTE FREYMOND	
JASON PRICE	
APRIL NITSOS	

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 21st day of December, 2021.

Witness: Kerry Callahan (Name) _____ (Signature) Title: Superintendent of Placer County, California

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ (Name) _____ (Signature) Authorizing LEA Name: _____

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): Gayle Garbolino-Mojica (Name) _____ (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ (Name) _____ (Signature) Title: _____ of Placer County, California

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

CALIFORNIA DEPARTMENT OF EDUCATION
SCHOOL FISCAL SERVICES DIVISION
September 2021

Certification Form for Independent Study

Section A: Independent Study Plan Certification
Pursuant to *Education Code* (*EC*) Section 46393, for Form J-13A submissions due to a school closure and/or material decrease in attendance occurring after September 1, 2021, a school district, county office of education, or charter school that provides a Form J-13A affidavit to the Superintendent, pursuant to *EC* Section 41422 (school closure) or *EC* Section 46392 (material decrease), shall certify that it has a plan for which independent study will be offered to students, pursuant to Article 5.5 (commencing with *EC* Section 51745) of Chapter 5 of Part 28 of Division 4. The independent study plan shall comply with all of the following:

(1) Independent study is offered to any student impacted by any of the conditions listed in *EC* Section 46392 within 10 days of the first day of a school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs pursuant to paragraph (9) of subdivision (a) of *EC* Section 56345 and may participate in an independent study program.
(2) Require reopening for in-person instruction as soon as possible unless prohibited under the direction of the local or state health officer.
(3) Notwithstanding subdivision (c) of *EC* Section 51745 or subparagraph (F) of paragraph (9) of subdivision (g) of Section 51747, include information regarding establishing independent study master agreements in a reasonable amount of time.

A copy of the independent study plan, and if applicable, the state or local public health or public safety order that required school closure shall accompany the Form J-13A submitted to the California Department of Education.

☒ **I hereby certify that the independent study plan accompanying this Form J-13A submission meets the requirements described above and is true and correct to the best of my knowledge and belief.**

Section B: Independent Study Offering Certification (For COVID-19 Closures only)
Pursuant to *EC* Section 41422, from September 1, 2021, to June 30, 2022, inclusive, a school district, county office of education, or charter school may receive credit for instructional days and minutes that were scheduled for in-person instruction, as demonstrated by the governing board or body approved calendar in place before the event, on days in which the school district, county office of education, or charter school was prevented from maintaining school due to impacts from COVID-19 provided that instruction was offered to all eligible pupils through independent study pursuant to Article 5.5 (commencing with *EC* Section 51745) of Chapter 5 of Part 28 of Division 4 and implementing regulations adopted thereunder.

☐ **I hereby certify that instruction was offered to all eligible pupils through independent study pursuant to Article 5.5 (commencing with *EC* Section 51745) of Chapter 5 of Part 28 of Division 4 and implementing regulations adopted thereunder during the school closure dates resulting from impacts due to COVID-19 listed in the Form J-13A request accompanying this certification.**

School District Superintendent, Charter School Administrator, or County Superintendent (or designee):

Kerry Callahan		12/21/21
(Typed Name)	(Signature; wet signature only)	(Date)

Certification Form for Independent Study Instructions

Why file:

Section A: Independent Study Plan Certification:

Pursuant to California *Education Code* (*EC*) Section 46393, any Form J-13A submission that includes emergency dates occurring after September 1, 2021 must be submitted with a signed Independent Study Plan Certification and a certified plan to offer independent study within ten days of the first day of a school closure or material decrease.

> **Note:** The Independent Study Certification and independent study plan is only necessary for the local educational agency's (LEA's) first Form J-13A submission that includes emergency dates after September 1, 2021. To the extent that there are no changes to the LEA's certified plan, all subsequent Form J-13A submissions do not need to include the certification and certified plan.

Section B: Independent Study Offering Certification (For COVID-19 Closures only):

Pursuant to *EC* Section 41422, for COVID-19 related school closure Form J-13A requests for events occurring from September 1, 2021 to June 30, 2022, not including closures due to COVID-19 related staffing shortages, all eligible local educational agencies (LEAs) must provide an Independent Study Offering Certification to obtain instructional time credit for the closure.

How to file:

The Certification Form for Independent Study is available at https://www.cde.ca.gov/fg/aa/pa/j13aforms.asp. All applicable sections of the form must be completed. The executed certification form and certified independent study plan must be attached to the entire Form J-13A package and mailed to the California Department of Education (CDE).

Where to file:

Mail the entire Form J-13A package to:

School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

Section A: Independent Study Plan Certification:

Complete Section A to certify that the independent study plan accompanying the Form J-13A submission for emergency dates occurring after September 1, 2021 meets the described requirements and is true and correct.

Section B: Independent Study Offering Certification (For COVID-19 Closures only):

Complete Section B to certify that instruction was offered to all eligible pupils through independent study during the school closure dates resulting from impacts due to COVID-19 listed in the Form J-13A request accompanying the certification.

Signature:

The school district superintendent, charter school administrator, county superintendent, or a designee must sign the form. Only an original "wet" signature is acceptable for the Certification Form for Independent Study.

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 Auburn Ravine Ranch, Inc. and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Asst. Supt. Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Mariner Ranch – License Fee Revenue

MEETING DATE:

December 21, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is between Auburn Ravine Ranch, Inc. and Western Placer Unified School District. The agreement is for the lease of Mariner Ranch to Auburn Ravine Ranch, Inc. to use the property as grazing pasture of up to 117 Cattle UA. All operations conducted on the property by Auburn Ravine Ranch, Inc. shall be conducted solely for the purpose of operating and conducting grazing.

The contract term is from July 1, 2021 to June 30, 2022. The license fee paid to Western Placer Unified School District from Auburn Ravine Ranch, Inc. will be $24,000 per year with payments due December 1, 2021 and June 1, 2022.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Auburn Ravine Ranch, Inc. and Western Placer Unified School District.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of November 1,2021,by and between the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a political subdivision of the state of California and an institution of post secondary education ("District") and Auburn Ravine Ranch Inc.. ("Licensee"), for the use of certain real property owned by the District on the terms and conditions set forth herein.

RECITALS

WHEREAS, the District holds a fee title to certain real property situated in Placer County, California, south of West Wise Road and west of North Dowd Road, identified as Assessor's Parcel Number 21-020-067 ("Premises"); and

WHEREAS, the Wildlife Heritage Foundation holds conservation easement for the management and preservation of the Premises; and

WHEREAS, the District is a party to a Mitigation Land Transfer Agreement for the Premises which includes a Preserve Management Plan ("PMP"): and

WHEREAS, the PMP governs the use of the Premises and contains detailed management prescriptions for the Premises, including a grazing prescription; and

WHEREAS, Licensee desires to use portions of the Premises as a grazing pasture including but not limited to, the right of ingress and egress to and from the Premises, subject to the terms and conditions hereof, for the purpose to pasture, manage and care for up to (117) of Cattle AU ("Grazing"); and

WHEREAS, Licensee will require, among other things, a right of entry onto the Premises to carry out the Grazing.

NOW, THEREFORE, THE DISTRICT AND LICENSEE HEREBY MUTUALLY AGREE AS FOLLOWS:

ARTICLE I

License

1.1 Grant of License. The District agrees to grant Licensee a revocable license ("License") to enter the Premises for the sole purpose of carrying out and conducting its Grazing. The rights granted to and the obligations imposed on Licensee shall extend to Licensee's officers, agents, employees. volunteers, and independent contractors.

1.2 Physical Extent of Right to Enter. The license created hereunder shall consist of the right for Licensee to enter and use certain portions of the Premises ("License Area") known as Mariner/Rockwell Ranch.

1.3 Permitted Use/Licensee's Responsibilities. Licensee shall use the Premises solely for the purpose of operating and conducting the Grazing, which includes its staff, equipment, supplies, services, and administration of the Grazing, and shall be responsible for all costs and services relating to said operations. Licensee shall be solely responsible for providing all equipment, fencing, maintenance, herd acquisition, medicine, implants, anthelmintic, herd salt, maintenance of fencing, maintenance of water system piping, and labor for installation of portable fencing for the Grazing. Licensee's use of the Premises shall be consistent with the permitted uses set forth in Exhibit "B" and the PMP attached hereto as Exhibit "C."

1.4 Licensee Fee. Licensee agrees to pay, and the District agrees to accept as a license fee ("Fee") for the use of the License Area of the Premises the sum of Twenty-four Thousand ($24,000) per year for the term of the License. The Fee shall be due and payable in two equal installments due December 1, 2021 and June 1, 2022.

1.5 N/A

1.6 Terms, Termination and Revocation of the License.

(a) This License shall commence on July 1, 2021 and continue in effect for a period of 12 months until June 30, 2022 subject to its earlier termination as provided herein. Licensee must provide written notice to the District no later than ninety (90) days prior to the end of such term of its intent to renew this License Agreement. After receiving such notice, the District, at its sole discretion, may renew this Agreement at an agreed upon price.

(b) The right of entry granted Licensee hereunder shall operate from twenty-four (24) hours a day, seven (7) days a week for Licensee's conduct of its Grazing.

(c) The License may be terminated by either party at any time for convenience. Any such termination shall become effective on the thirtieth (30^{th}) calendar day following the date the terminating party gives written notice to the other party of the termination.

(d) The License may be terminated by either party at any time with or without cause. "Cause" shall consist of a material breach of any provision of this Agreement and the failure of the breaching party to cure the breach within fifteen (15) calendar days of being notified of the breach. Such a termination shall become effective immediately upon the giving of written notice of the termination. If the District terminates the License for cause, then the District may bring an action to recover from Licensee any unpaid Fees and any other amount necessary to compensate the District for all detriment proximately caused by Licensee's failure to perform its obligations under this Agreement, including any lost funding due to Licensee's failure to use the Premises in accordance with this Agreement. The District may bring an action, in addition to or in lieu of this action, to reenter and regain possession of the License Area of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

(e) Upon the effective date of termination of the License, Licensee and Licensee's agents, officers, employees, volunteers and independent contractors shall immediately vacate the Premises except to the extent required under Paragraph 1.7, Repair and Restoration. Upon termination, Licensee shall be responsible for the cost to the District for repair of damages

to the License Area of the Premises caused by Licensee or by any other cause not the fault of the District within thirty (30) days of receipt of an invoice for the costs District incurred. Licensee shall be responsible for repair and restoration of the Premises.

(f) The remedies given to the District in this Article shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this License Agreement.

1.7 Repair and Restoration. After completion of the license term, Licensee shall remove or cause to be removed any equipment and paraphernalia that had been placed on the Premises. If Licensee or its agents cause any damage to the Premises, or to any other portion of the Premises, to District's roads, infrastructure, or other property and improvements in connection with the exercise of this License, Licensee shall repair and restore the Premises and Property to their original condition prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination of this License, Licensee's Indemnity and Insurance obligations under this Agreement shall continue until repair and restoration is completed as provided herein. If Licensee fails, after requests by District to repair or restore improvements, or remove equipment as provided herein, Licensee shall, upon receipt of request, reimburse District for the cost of such removal, repair, or restoration that is necessitated by the District.

1.8 Liens and Claims.

(a) Licensee shall neither take nor permit any action that would allow for a lien or encumbrance to be placed upon the Premises. Licensee shall promptly pay in full for any equipment, medicine, implants, anthelmintic, and herd salt for the Grazing that Licensee shall cause to be delivered to the Premises and shall promptly pay in full all persons who perform labor on the Premises at Licensee's request. If any mechanics' or material men's liens or any other liens or claims for any work done or items furnished at Licensee's request are filed against the Premises, Licensee shall remove the liens and claims at Licensee's own expense. If Licensee fails to remove the liens or claims and any judgment is entered thereon or thereunder, Licensee shall pay that judgment. Should Licensee fail, neglect, or refuse to remove any liens or claim or to pay any judgment, the District shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims; and Licensee shall be liable to the District for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. The District may record, post and maintain upon the Premises a notice of non-responsibility.

(a) Licensee shall not encumber by any security instrument, all or a part of Licensee's interest under this License without the prior written consent of the District, and upon such terms and conditions as the District may require.

ARTICLE II

Restrictions and Conditions

2.1 Program. Licensee shall be responsible for the Grazing and all associated costs, shall ensure that the Grazing complies with all applicable laws, shall act in a professional manner and not permit nuisance or waste on the Premises, and shall not obstruct access to the Premises. The District, the Wildlife Heritage Founding, the California Department of Transportation, and government officials, if applicable, shall have the right to inspect the Grazing at any time. Licensee may place one (1) appropriate sign on the Premises; however, the District shall have the right, but not the obligation, to approve any signage in writing in advance of its placement on the Premises.

2.2 Alterations, Additions, or Improvements. Licensee may not demolish, remove, replace, relocate, reconstruct, or modify or change the contour or grade of the Premises. No structures, improvements, alterations or other facilities may be constructed, erected, or made on, or within, the Premises by Licensee without the prior written consent of the District. All requests for an alteration, addition, or improvement to the License Areas or other area of the Premises must be submitted to the District with complete plans. When consent for an alteration, addition, or improvement to the Premises is granted, Licensee shall be responsible for obtaining any and all necessary permits required by statue, law, ordinance or regulation of any agency having legal jurisdiction there over. The cost of any alteration, addition or improvement shall be borne solely by Licensee, unless agreed otherwise in writing by the District. The District shall have no obligation to purchase improvements made to the License Area, or to any other portion of the Premises, by Licensee upon termination of this Agreement.

(a) All alterations, additions, or improvements constructed or placed on the Premises by Licensee must be free and clear of any liens, claims or liability of any kind as a condition of Licensee maintaining the alteration, addition or improvement on the Premises.

(b) Licensee shall at all times indemnify and hold the District harmless from all claims for labor or materials in connection with the construction, repair, alteration, or installation of any approved structure, improvement, or equipment on the License Area, or any other portion of the Premises, by Licensee, and shall defend the District against such claims, including indemnity for any and all attorneys fees and costs that may be incurred as a result thereof by the District.

(c) The District retains the right to require Licensee, at Licensee's cost, to remove all alterations, additions, or improvements it has been responsible for installing anywhere on the Premises at the expiration or termination of this License.

2.3 Compliance With Laws. Licensee shall, at Licensee's own cost and expense, comply with all applicable statutes, ordinances, regulation, and requirements of all Governmental entities, both Federal, State and County or Municipal, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other Governmental authorization is required for the lawful use or occupancy of the Premises or any portion of the Premises, the Licensee shall procure and maintain it throughout the term of this License. Licensee shall indemnify, and hold The District free and harmless from

any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Licensee's failure to comply with and perform the requirements of this Section.

2.4 Compliance with PMP. Licensee shall, at Licensee's own cost and expense, fully comply with the requirements and prescriptions of the PMP, attached hereto as Exhibit "C." Licensee shall indemnify, and hold The District free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Licensee's failure to comply with and perform the requirements of this Section.

2.4 Fingerprinting. Licensee and their agents, representatives, and employees shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code section 45125.1. Licensee's compliance with these requirements shall be done at no cost to District, including, but not limited to completing background checks and fingerprinting under procedures established by the California Department of Justice and the Federal Bureau of Investigation. The results of those background checks and fingerprints shall reveal that none of the Licensee's agents, representatives, and employee have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Licensee further agrees and acknowledges that if at any time during the Term of this Agreement Licensee learns or becomes aware of additional information, including additional personnel, which differs in any way from the standards set forth above, Licensee shall immediately notify the District and prohibit any new personnel from accessing the Premises until the fingerprinting and background check requirements have been satisfied and District determines whether any such access is permissible.

2.5 Prohibited Uses. Licensee shall not use or permit the License Area, or any portion of the Premises, to be improved, used or occupied in any manner or for any purpose that is in any way in violation of the PMP, any valid law, ordinance, or regulation of any Federal, State, County, or Local Government agency, body or entity.

(a) Alcohol. The sale, serving, consumption, or possession of alcoholic beverages shall not be permitted on the Premises.

(b) Firearms. The possession, transfer, sale or use of firearms, weapons, explosives or other improper materials is strictly prohibited on the Premises.

2.6 Assessments, Fees, Charges, and Utilities. During the term of this License, the District shall not provide water and electric, the cost of which shall be borne by the Licensee. Licensee shall be responsible for obtaining and paying for all utility services, including but not limited to any costs associated with installing additional meters.

(a) Additional Assessments/Fees. Licensee shall pay or cause to be paid, and hold the District free and harmless from all assessments, fees, and charges, related to the Grazing, except as otherwise set forth in this Agreement.

(b) Garbage Removal. Licensee shall be responsible for the removal of garbage and rubbish from the License Area, or any portion of the Premises utilized by Licensee, during the term of this License, and shall pay or cause to be paid, and hold the District free and harmless from all assessments, fees, and charges for trash removal services.

2.7 Condition of Premises. District makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and shall not be liable for any latent or patent defect therein. This License shall be subject to any existing rights of others, including, but not limited to, easements and rights of way not otherwise condemned by the Licensee. Licensee acknowledges that all improvements on the Premises are the property of the District and shall not remove or alter any fixtures or trees without the District's express written permission.

2.7 Repairs and Maintenance. Licensee, at its cost, shall maintain the License Area in a condition consistent with the condition existing at the time of delivery of the License Area to Licensee. Licensee acknowledges that the License Area is provided in an "as is" condition.

(a) Maintenance and Repairs. Licensee shall be responsible for watering the turf and general maintenance and repairs consistent with the District's maintenance standards. Licensee shall make all necessary repairs to the Premises. Licensee shall not alter the License Area of any other portion of the Premises unless agreed to in writing by District. Licensee shall pay for any repairs to the License Area arising from any cause other than the District's fault, or Force Majeure, within (30) days of receipt of any invoice for the costs of the repairs. The District may retain any portion of, or all of, the security deposit tendered by Licensee as reimbursement for any repair for which Licensee is responsible.

2.8 Insurance.

(a) Coverage Required.

Before the commencement of the License and during the term of the License, Licensee shall obtain and maintain insurance issued by insurers acceptable to the District covering Licensee's activities on the Premises, and otherwise, as follows:

(1) Farm liability insurance (contractual liability included) for bodily injury, personal injury and property damage and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If the policy contains a General Aggregate, then the liability limit must be not less than Two Million Dollars ($2,000,000.00).

(2) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than One Hundred Thousand Dollars ($100,000.00) per person, Three Hundred Thousand Dollars ($300,000.00) per accident, and Fifty Thousand Dollars ($50,000.00) property damage.

(4) Worker's Compensation as required by California law.

(b) Insurance Provisions.

(1) The policies described in Subsection (a) above shall: (i) name the District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by the District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days written notice shall be given to the District before the cancellation or reduction of coverage or amount of such policy.

(2) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to the District prior to Licensee's entry onto the License Area pursuant to this Agreement. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to the District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to the District's approval by an insurer admitted and licensed in California to transact insurance coverage and issue policies.

(3) The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair the District's rights under this Agreement, or negate Licensee's obligations under this Agreement.

(4) Upon the District's request, a copy of the insurance policies described above shall be provided to the District.

(c) Before the commencement of the Grazing, Licensee shall provide a certificate(s) of insurance and endorsements on forms acceptable to the District, for the period covered by the Agreement, with full Worker's Compensation Insurance coverage for no less than the statutory limits, and employer's liability insurance coverage for all persons whom it employs or may employ in carrying out the Grazing under this Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. If there are no employees accessing the property on behalf of the Licensee, this section is null and void.

2.9 No Property Interest Created. The License created by this Agreement does not create any interest for Licensee in the Premises or any property owned by the District, and is not coupled with any property interest or other interest. The License is personal to Licensee and is not assignable. The License does not inure to the benefit of any assignees, heirs or successors of Licensee.

2.10 Safety. Licensee shall be solely and completely responsible for conditions of the License Area of the Premises, including safety of all persons and property during times when Licensee, its agents, employees, volunteers and independent contractors access the Premises. The Licensee, its agents, employees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All

materials, equipment, and supplies provided for the Grazing shall fully conform with all applicable State, local and Federal safety laws, rules, regulations, and orders.

2.11 Licensee's Duty to Repair and Restore Premises. If at any time during the term of this License, any improvements now or hereafter placed on the License Area, or any other portion of the Premises, are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of the District, this License shall continue in full force and effect and Licensee, at Licensee's own cost and expense, shall be responsible for the cost incurred to repair and restore the damaged improvements.

2.12 Indemnity by Licensee. Licensee shall indemnify and hold the District, its officers, agents, employees, members of its Board of Trustees and Board of Trustees and the property of the District, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Licensee's occupation and use of the License Area, or any other portion of the Premises, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

(a) The death or injury of any person, including Licensee or any person who is an employee, guest, invitee, or agent of Licensee, or by reason of the damages to or destruction of any property, including property owned by Licensee or by any person who is an employee or agent of Licensee, from any cause whatsoever as a direct result of operating the Grazing while that person or property is in, or about the License Area of the Premises or in any way connected with the License Area of the Premises or with any of the improvements or personal property on the License Area of the Premises;

(b) The death or injury of any person, including Licensee or any person who is an employee or agent of Licensee, or by reason of the damage to or destruction of any property, including property owned by Licensee or any person who is an employee or agent of Licensee, caused or allegedly caused by either (1) the condition of the License Area of the Premises or improvements on the License Area of the Premises, or (2) some act or omission on the Premises of Licensee or any person in, on or about the Premises with the permission and consent of Licensee;

(c) Any work performed on the License Area of the Premises or materials furnished to the Premises at the instance or request of Licensee or any person or entity acting for or on behalf of Licensee; and

(d) Licensee's failure to perform or comply any provision of this License or to comply with any requirement of law or any requirement imposed on Licensee by any duly authorized agency or political subdivision.

2.13 Entry by the District. The District may enter the License Area of the Premises at any time, to determine whether Licensee is complying with this Agreement, and to inspect, maintain or repair any part of the Premises. Licensee waives any claim for damages for injury, inconvenience or interference with Licensee's business, or any loss of occupancy or quiet enjoyment, caused by such entry. The District shall have keys to unlock all fences on the Premises and the right to enter by any means necessary in an emergency. District will provide

three (3) sets of keys to access the Premises to Licensee but in no event shall Licensee create or cause to be created any additional copies of such keys without the written consent of the District.

2.14 Limitation of Liability. No board member, officer, employee, representative, or agent of the District, shall be personally liable in any manner or to any extent under or in connection with this Agreement and Licensee, its successors and assigns hereby waives any and all claims of such personal liability.

ARTICLE III

General Terms and Provisions

3.1 Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter dealt with in this Agreement and all understandings, oral or written, with respect to the subject matter of this Agreement are hereby superseded.

3.2 Future Assurances. Each party hereto shall cooperate and take such actions as may reasonably be required by the other party hereto in order to carry out the provisions of this Agreement and the transactions contemplated by this Agreement.

3.3 Amendment of Agreement. No modification of, deletion from, or additional this Agreement shall be effective unless made in writing and executed by both the District and Licensee.

3.4 Waiver. The failure by either party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

3.5 Severability. In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect.

3.6 Construction of Agreement. The terms and provisions of this Agreement shall be liberally constructed to effectuate the purpose of this Agreement. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against either party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement.

3.7 Governing Law and Venue. In the event of litigation, this Agreement shall be governed by and construed in accordance with the laws of the State of California, unless there is a conflict with a federal law or regulation which federal law or regulation shall then prevail.

Venue shall be with the appropriate state of federal court located in Placer County.

3.8 Property Taxes. Notwithstanding anything contained herein to the contrary, Licensee's possession and use of the District's Premises under this License Agreement may be determined to create a "possessory interest" in said Premises in Licensee and Licensee may be subject to the assessment of property taxes based upon such a possessory interest. Licensee solely shall be responsible for the payment of any and all such property taxes levied on such interest, including any penalties and interest in connection therewith.

3.9 Licensee's Rights to Assignment. Licensee shall not have the right to assign this License or this Agreement or any interest in this License or Agreement, without the District's prior written consent.

3.10 Licensees Right to Sublicense. Licensee shall not have the right to sublicense all or any portion of the License Area of the Premises without the District's prior written consent. In the event that the District approves a sublicense, Licensee shall ensure that the sublicensee adheres to the terms of this Agreement. Under all such circumstances, Licensee shall retain all duties and obligations under this Agreement and may not assign them in any manner to the sublicensee.

3.11 Default by Licensee. The District shall hold the Licensee responsible for any damage that may be sustained because of failure or neglect to comply with any term or conditions listed herein. Licensee is an independent contractor, not an officer, employee or agent of the District.

3.12 Headings. The headings of this License are for purposes of reference only and shall not limit or define the meaning hereof.

3.12 Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing, duly addressed to the parties below. By written notice in conformance herewith, either party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given when so deposited certified or registered, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice sent by any other manner shall be effective only upon actual receipt thereof.

The District:

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

Audrey Kilpatrick
Asst Supt of Business Svs and Operations

Licensee:

Auburn Ravine Ranch Inc: By:

Bert Lefty – Auburn Ravine Ranch Inc.
1364 Ferreira Road
Lincoln CA 95648

EXHIBIT B

Permitted Uses: Said property can only be used for supportive ancillary structures and educational activities (Lincoln High School Farm) that sustain and maintain the conservation easement area. Existing buildings at the time of transfer can be restored or replaced as they serve the purpose for ancillary farming activities. These uses include:

a) Portable/permanent classroom/lab
b) Identifying signs
c) School bus turn around/parking area
d) Tool and equipment storage shed (to be built)
e) Machine/equipment repair shop (to be built)
f) Livestock
g) Livestock handling facilities including:
    - Corrals
    - Squeeze chute/calf table
    - Loading chute
    - Scales
    - Feeding area
    - Individual cattle/sheep/goat pens
    - Calving/lambing sheds
h) Horse barn (currently on site, possibly able to be rehabilitated; otherwise a new structure to be installed)
i) Solar panels
j) Windmill (currently on site and inoperable)
k) Pump house (to be installed)
l) Restroom (portable until a permanent structure can be built)
m) Paving or gravelling vehicle areas

Prohibited Uses: Any activity on or use of the property not encumbered by the conservation easement that is inconsistent with the stated uses outlined above is strictly prohibited. Without limiting the generality of the foregoing, the following uses and activities are expressly prohibited:

a. Commercial, industrial, and residential uses
b. Any legal or de factor division, subdivision, or partitioning of the property.
c. Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any except as specifically provided in the permitted uses.
d. Depositing or accumulation of trash, ashes, refuse, waste, bio-solids or any other materials.
e. Mining Activities: Excavating, draining, dredging, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the property, or granting or authorizing surface entry for any of these purposes.
f. Altering the surface or general topography of the property, including but not limited to any alterations to habitat, except as specifically provided in the permitted uses

g. Manipulating, impounding or altering any natural water course, body of water or water circulation on the property, except as specifically provided in the permitted uses, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface.

h. Without prior written consent of Caltrans, which Caltrans may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights of the property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the property, including but not limited to: (i) riparian rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the property; and (iv) any water from wells that are in existence or may be constructed in the future on the property.

i. Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, the property, or the use or activity in question.

EXHIBIT C
[ATTACH PRESERVE MANAGEMENT PLAN]

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

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

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

LHS – Girls Basketball & Softball Fundraising

MEETING DATE:

December 21, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Phantom Fireworks and Western Placer Unified School District/Lincoln High School (LHS) for the 2021-22 school year as a fundraiser for Girls Basketball and Softball. The services provide LHS with a 24 ft. fireworks stand at the G Street and Lincoln Blvd. location. The cost of services is $575.00 and will be paid with Girls Basketball & Softball Fundraising.

RECOMMENDATION:

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

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

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

FIREWORKS STAND LICENSE AND SUPPLY AGREEMENT 2022

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

EXPENSE ITEMS	UNIT OR ACTUAL COSTS	ACCOUNT OBTAINS	COMPANY OBTAINS & CHGS	INTERNAL USE ONLY	
STATE LICENSE	$150.00		$150.00	ACCT INFO	VERIFIED:
CITY / COUNTY PERMITS		XX			ENTERED:
FIRE INSPECTION				OP CHGS	ENTERED:
TASK FORCE					ORDER #:
Insurance Extension/Admin Fee			3% RETAIL		
LOCATION RENTAL	PO	PO	PO		INVOICE #:
STAND SERVICE ☐16' ☒24' ☐32' WINGS ☒Y ☐N	$310.00		$310.00	VIP MERCH	ORDER #:
FIRE EXTINGUISHER SERVICE ☐PO ☐1 ☒2 ☐ OTHER	$15.00	☐PO ☐DC ☒H20	$30.00		INVOICE #:
BROCHURES / SALES AIDS	$25.00		$25.00	ORIG	ORDER #:
INITIAL DELIVERY CHARGE	$75.00		$75.00		INVOICE #:

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

DocuSigned by:
Audrey Kilpatrick
7B4E638F7F4A4B4...
DocuSign Envelope

12/8/2021
Date

Account Manager Signature — Date

Audrey Kilpatrick
Please Print Name of Signatory

12/8/2021
Date

Regional Manager Signature — Date

EXHIBIT A TO FIREWORKS STAND LICENSE & SUPPLY AGREEMENT

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

The STAND OPERATOR ("Operator") SHALL:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12/8/2021
Date

Audrey Kilpatrick
DocuSigned Envelope 7B4E968F-74...

AUDREY K KILPATRICK
Title

12/8/21
Account Name

Revised 03/2016

DocuSign Envelope ID: 82B8E447-0899-4E73-9E58-3528DAD6B4A4

Phantom Fireworks Western Region, LLC

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

TEMPORARY SALES VENUE GUARANTEE

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

Western Placer Unified School District
Stand Operator

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

2022
Season

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

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

DocuSigned by:
Audrey Kilpatrick
Guarantor Signature

12/8/2021
Date

Audrey Kilpatrick
Print Name

5905 Blackstone Dr
Address

Rocklin CA 95765
City, State, Zip

94-1599904
Social Security Number

916-871-3655
Phone

Western Placer USD
Place of Employment

dtofft@wpusd.org
Email

Guarantor Signature

Date

Print Name

Address

City, State, Zip

Social Security Number

Phone

Place of Employment

Email

DocuSign Envelope ID: 82B8E447-0899-4E73-9E58-3528DAD6B4A4

Property Permission Use

To: City Clerk, Local Fire Agency, and/or Other Interested Parties

THE UNDERSIGNED OWNER AND/OR CONTROLLING PARTY OF THE PROPERTY LISTED BELOW HEREBY GRANTS PERMISSION TO:

Western Placer Unified School District and Phantom Fireworks Western Region LLC,

Organization Name

The EXCLUSIVE use of the property located at:

Location Name ***Address***

City, State, Zip ***County***

FOR THE FIREWORKS SEASON OF:

*2022*_____ *2023*_____ *2024*_____ *2025*_____

PLEASE INITIAL YEARS OF APPROVAL

THE ORGANIZATION AND/OR PHANTOM FIREWORKS, AGREE TO SEE THAT THE PROPERTY LISTED ABOVE WILL BE CLEARED OF ALL STANDS AND REFUSE WITHIN 5-10 DAYS OF THE CLOSE OF THE SEASON.

Please Complete in Entirety for Insurance Certificate:

Property Owner/Controller of Property

Mailing Address ***City, State, Zip***

Phone Number ***Email Address***

Signature ***Date***

Print Name

Each individual signing expressly represents and warrants that they are authorized by the entity for which they sign, to commit that entity to the terms set forth herein.

Notes:

Phantom Fireworks Western Region LLC
8341 Demetre Avenue
Sacramento, CA 95828
916-388-1479
916-388-1476 *fax*

DocuSign Envelope ID: 82B8E447-0899-4E73-9E58-3528DAD6B4A4

ORGANIZATION NAME: WPUSD - LHS

ACCT # 601632

2022 Point of Sale (POS) System Accept or Decline Form

Phantom Fireworks facilitates fireworks sales by providing its Operators a point of sales device supported by Square, Inc. Please indicate below if you accept or decline Phantom's POS System.

☒ ACCEPT

HOW MANY?** ☐ 1 ☒ 2

Rental Fee: $250.00*
Credit Card Processing Fee: 2%*
Per Transaction Charge: $0.30*



What is Included?
- iPad
- Square Stand
- Contactless & Chip Card Reader
- Bluetooth Scanner
- User-friendly manual
- Tech Support

All credit card sales, less fees, will automatically be deposited into the Phantom Fireworks account and **deducted from the Operator's final bill.** Operator will be held responsible for any additional fees incurred. This includes, but is not limited to, late return, damages, missing pieces, and chargebacks as a result of keyed/swiped credit cards.

*Fees are subject to increase. We do our best to keep costs low, but our vendor finalizes fees
First POS System guaranteed. Second upon availability. Rental fee is ***per* device.

☐ DECLINE

I will not be using Phantom's POS System and will opt for my own system. By declining, I understand that coupons and promotions may not be available. I understand that Phantom Fireworks cannot be held liable for any chargebacks or issues with my own system.

I have read the above information including the terms and conditions for using a credit card machine. I understand that if I accept a machine, then I will be responsible for rental fees and returning it as I received it. I am responsible for any replacement fees for missing machine(s) or parts. **I understand that I will be responsible for any transactions that are keyed or swiped, as these methods do not have fraud protection.**

By declining, I understand the implications of not using Phantom's system. I will not be charged for a POS System. If I decide I want a POS System at a later time, I must notify the office as soon as possible and submit a new form accepting the terms and conditions.

Signature: DocuSigned by: Audrey Kilpatrick 7B4E058FF747484... ***Date:*** 12/8/2021

Print Name: Audrey Kilpatrick ***Position with Group:*** AUDREY K KILPATRICK

OFFICE USE ONLY

Number of POS Systems: _____ **Rental Fee Total:** _____

Charged: ☐☐ **Yes** ☐☐ **No** **Date:** _____

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 TNT Fireworks and Western Placer Unified School District - Twelve Bridges Middle School Music Program

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick, Asst. Supt.-Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

TBMS - ASB Music Program

MEETING DATE:

December 21, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with TNT Fireworks and Western Placer Unified School District/Twelve Bridges Middle School (TBMS) for the 2022-23 school year as a fundraiser for the Music Program. The services provide TBMS with a 24 ft. fireworks stand at the Twelve Bridges & Lincoln Village location. The cost of services is $2,133.94 and will be paid with ASB Fundraising.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between TNT Fireworks and Western Placer Unified School District/Twelve Bridges Middle School

CONTRACT AGREEMENT TNT FIREWORKS®

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

Date: 11/3/21 Program: TNT Fireworks Fire Waiver: 3 % Liability: 3 % Discount: 50 %

Account Name: WPUSD Twelve Bridges MS Music Account No: 2026723 Location No: CNM3265

Chair: Nathan Brown Location Name: Lincoln Village @ Twelve Bridges

Address: 770 Westview Dr * Address: 805-855 Twelve Bridges Road

City, State, Zip: Lincoln, CA 95648 Intersection:

E-Mail: City, State, Zip: Lincoln, CA 95648

Telephone: (C) (W) (H)

Co-Chair: Sales Period: July 2022

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

City, State, Zip: E-Mail:

Telephone: (C) (W) (H)

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

ESTIMATED EXPENSES:

ITEM DESCRIPTION	AMOUNT EACH	BILL TO ACCOUNT
Advertising	50.00	50.00
24' Stand Service Fee	425.00	425.00
Fire Extinguisher Rental	24.50/ ea	49.00
SFM License	50.00	50.00
Location Rental	1450.00	1450.00
Freight Charge		75.00
Stand Service Sales Tax		34.94

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

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

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

BY SIGNING THIS CONTRACT ACCOUNT AGREES TO THE FOLLOWING:

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

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

AMERICAN Sales Associate	Date	X Authorized Agent for Account	X Date
AMERICAN Home Office Rep.	Date	X Audrey K. Kilpatrick Authorized Agent for Account - Please Print Name	12/8/21

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

Original - Office Yellow - Customer Pink - Sales Associate Green - House File

CERTIFICATE OF LIABILITY INSURANCE

11/1/2022

DATE (MM/DD/YYYY): 10/29/2021

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 14031875 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	N	SI8GL00242-211	11/1/2021	11/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX

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

Additional Insured: The property located at 805-855 Twelve Bridges Road, Lincoln, CA 95648 (Loc# CNM3265). WPUSD Music Program / Twelve Bridges Middle School and/or agents, employees or volunteers / Western Placer Unified School District / Lincoln Fire Department / City of Lincoln and/or volunteers / The above listed are Additional Insured with respect to the General Liability Policy as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

14031875
Western Placer Unified School District
600 Sixth Street #600
Lincoln CA 95648

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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 between Stewart Signs and Twelve Bridges Middle School/ Western Placer Unified School District

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent, Business and Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
TBMS PTC

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The attached Contract is for a single sided full color LED display marquee at Twelve Bridges Middle School (TBMS). The cost for the marquee and installation is $23,016 and will be paid for by the TBMS PTC.

RECOMMENDATION:

Administration recommends the Board approve the agreement between Stewart Signs and Twelve Bridges Middle School/Western Placer Unified School District.

StewartSigns
ONE SIGN, ONE COMPANY

TWELVE BRIDGES MIDDLE SCHOOL
770 WESTVEIW DRIVE
LINCOLN, CA 95648

Consultant:
Shay Einhaus, x2310
seinhaus@stewartsigns.com
Direct Fax: (888) 608-9111

Customer ID: 2104961
Quote #: 982397 / 4
Quoted: 11/29/2021

POLARIS

Attn: Randy Woods
916-203-4973

DESCRIPTION

Polaris Sign:
Single Sided Full Color LED Display, 10mm 96 x 224 Matrix with 3 LEDs per Pixel
Single Sided 3`6"x 6` Internally Illuminated Identification Cabinet with Makrolon SL Faces Decorated Internally with 3M Vinyl Photo-Real Graphics

Header Logo #Titans

Face / Cabinet Details

LED Cabinet Height: 3` 5``
LED Cabinet Width: 7` 7``
EXP Cabinet Assembly for 3 High x 7 Wide 320x 320mm, OR
6 High x 7 Wide 160x 320mm LED Boards

LED Display Specifications

Over 281 Quintillion Colors
SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit www.signcommand.com for more information**.
Displays 12 Lines of 2.8" tall characters with approx 37 - 47 characters per line
LED Communication Method: Wireless Data Modem with no restrictions on distance.
Capable of displaying 1 - 12 lines of text
Variable fonts & text sizes up to 37.8" tall
Lifetime Wireless Data Plan Provided by StewartSigns
By signing you, the customer, affirm and agree to the terms and conditions listed at https://www.signcommand.com/data-plan

Electrical Information

Horizontal LED Illumination Package for a 3`6"x 6` Cabinet
Circuit Info: One 20 Amp Circuit at 120 Volts, Max Draw: 7.63 Amps

Structural Details

Mount Style: Brackets (Wall)
ID Cabinet Mount: External Horizontal Mounting Angle for 72" Wide Cabinet
Mount Size:
Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

Winter Special (FREE CELLULAR FOR LIFE)
Demo/Install Included
Estimated Tax Included
Estimated Freight Included

*** Review Custom Artwork for Text, Graphic and Layout Details ***

I.D. Cabinet: Blue
LED Cabinet: Blue
Draft: White

Your Consultant: Shay Einhaus (800) 237-3928, x2310	Customer ID: 2104961	Quote Number: 982397 / 4	Date Quoted: 11/29/2021

Special Instructions:

BREAKDOWN:

SIGN = $15,323.00
TAX = $1,493.99
FRT = $1,199.01
DEMO/INSTALL = $5,000.00

TOTAL = $23,016.00*

*Final electrical connection using existing power. Cellular included so no data runs needed.

Investment: $23,016.00

Unless otherwise noted in Special Instructions, these prices are valid for 30 days. Freight, storage, other freight services, and applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order.

Shipping Terms: F.O.B. Origin
Payment Terms: Net 30 with Purchase Order Issued to Stewart Signs

***Compliance: FCC Part 15 / UL Listed*

***By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (https://www.signcommand.com/terms) and Software End User License Agreement (https://www.signcommand.com/eula).*

Customer's Authorized Signature

Audrey Kilpatrick

Print Name

Date

Shay Einhaus, Regional Sales Manager
(800) 237-3928, x2310
seinhaus@stewartsigns.com

11/29/2021

Date

Your Consultant: Shay Einhaus (800) 237-3928, x2310	Customer ID: 2104961	Quote Number: 982397 / 4	Date Quoted: 11/29/2021

SHIPPING INFORMATION

SIGN (via Common Carrier)

TWELVE BRIDGES MIDDLE SCHOOL
770 WESTVEIW DRIVE
LINCOLN, CA 95648

INVOICE (via USPS)

TWELVE BRIDGES MIDDLE SCHOOL
770 WESTVEIW DRIVE
C/O: MR. SIGN 29884 SECRET TOWN RD
COLFAX, CA 95713

*** All applicable items will be sent to the CUSTOMER address ***
*** unless noted otherwise below ***

Ship to installer

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Signs greater than 6 feet wide are not eligible for liftgate services.*

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to cancellation, return, and/or restocking fees.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
8) Customer Obligations:
   Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
9) Exclusions and Restrictions:
   The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
   This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
   This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
   Ballasts are covered for three (3) years.
   ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.

10) This Limited Warranty specifically does not cover the following:
    a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
    b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
    c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
    d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
    e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
    f) Light bulbs or lamps.

11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
    a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.

b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.

c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.

d) Unauthorized modification, including installation of third-party software on the Product.

e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.

f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.

g) Products installed with known or visible manufacturing defects at the time of installation.

12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.

13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.

14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.

15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:
Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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Stewart Signs
ONE SIGN, ONE COMPANY
2201 Cantu Court #215 Sarasota, FL 34232 • 1.800.237.3928 • Fax: 1.800.485.4280

Customer Installation Agreement and Specification

Prepared for Customer # 2104961 – Twelve Bridges MS

1. **Zoning** NA

Permits: TO BE PAID BY THE CUSTOMER

- Sealed Engineer Drawings, if required by the local zoning department, and the permit with all acquisition fees will be invoiced separately. If the permit is denied, the customer is no longer obligated to this agreement and only responsible for any Engineer drawing and applicable permit acquisition cost(s).

Site Plan, Permit Documents Required by Local Jurisdiction is Customer Provided.

- A site plan is required prior to initiating any permitting or installation work. See attached Sample Site Plan.
- A site plan (plot plan) is a detailed map of the customer's property that typically includes location, with dimensions, of the property lines, buildings, sidewalks, streets, existing signs, and the desired location for the new sign(s). Measurements for the placement of the new sign should be from fixed locations with tolerance for up to =/- 6".
- On site installer survey is fee based and invoiced separately.

Permit Variance:

- Stewart Signs does not become involved in Variance applications and it is not part of this agreement. The customer is responsible for cost associated with variance proceedings.

2. **Project Completion Time Line**
   - **Installation** will occur approximately within 2-S weeks from the sign shipment date.

3. **Installation Site Conditions**

Site Conditions:

- The site will be free and clear of obstructions with adequate access for installation crews and equipment.

Underground Obstructions: NA

- The customer is responsible to specify sign location on the site plan
- The installer is responsible for A "Utility Dig" service to mark all underground utilities for sign site.
- Stewart Signs is not responsible for any damages or losses that are caused by unmarked underground obstructions.

Digging Conditions: NA

Unless noted in an addendum, installation costs are based on:

- Normal, undisturbed soil with no rock, fill, concrete, coral, asphalt, frozen conditions, etc.
- A water table below the depth of the required footer.
- Ground water intrusion into the foundation will incur additional costs.
- **Winter install is not part of this agreement and will require additional costs.**

4. **Standard Working Hours**
   - Standard working hours are 8:00am to 5:00pm, Monday through Friday, excluding legal holidays.
   - If additional trips are required due to some action or decision by the customer or an Act of God, the customer will be responsible for additional travel costs.

5. **Materials** NA
   - If installation requires new footer, all necessary materials including concrete and rebar will be supplied by installer.

6. **Disposal of installation materials and minor damages**
   - The installer will dispose of the excavated soil, crating material, and any installation debris.
   - Good working practices are observed to leave each site in good condition.
   - Minor cosmetic damages to the property such as tire ruts, spilled concrete, displaced soil, landscaping, etc. are to be considered normal.

7. **Electrical: Customer provided**
   - **Electrical** circuit wiring to within 3 feet of the new sign is the responsibility of the customer.
   - **All** electrical work must be completed by a licensed electrician and meet all state and local electrical codes.
   - The recommended voltage and amperage for each dedicated circuit is printed on the Sign Quote Form.
   - If electric/data is not at the sign at the scheduled installation, the customer assumes responsibility for connectivity.

8. **If Your Sign is Wi-Fi Wireless, Customer Provided Cabling Requirements and Building Penetration**
   - Wireless communication between the building's network and the LED sign requires mounting a wireless device on the outside of the building in line-of-sight between **the antenna** on the sign and the **wireless device on the building**. The installer will connect the building antenna if it is 10' or less from the ground level and there at the time of the scheduled installation, provided that the Cat5 cable has been penetrated through building wall, otherwise the customer assumes responsibility for connectivity. The customer is responsible for internal wiring and conncetions to their network device.
   - Wall penetration is governed by local building and fire codes. Building membranes and other wall construction designs may require special consideration and inspecting for wiring, plumbing, ductwork, etc. before penetrating any wall.
   - **Stewart Signs does not perform building penetrations as part of the sign installation process**. The wireless device weighs approximately 3 ounces and is attached to the building using mounting brackets and the hole sealed with silicone.
   - Contact Stewart Signs at 855-841-4624 for any programming concerns or questions.

9. **Post Agreement Changes**: Circumstances may change during the installation process.
   - Stewart Signs will inform the customer of any additional costs when unforeseen conditions occur. The install will stop until the additional cost receives written approval.

10. **Installation onto existing structures:** IF APPLICABLE TO THE EXTENT PERMITTED BY STATE LAW:
   - Customer shall agree to defend, idemify, and hold harmeless Stewart Signs and the installer from liability and claim as new sign is being installed onto existing structure and footer. Stewart Signs and installer are NOT responsible for the integrity of the existing structure or footer.

Scope of work to include:

Acquire all necessary permits (acquirement fee and permit cost to be billed separately).

Receive and inspect new sign, mount sign to wall (Stewart signs to provide sign mounting angles, installer to provide bolts and miscellaneous hardware) secure and level sign, connect to supplied electrical, power up and test, remove installation debris, photograph lit sign and send pictures to Stewart Signs.

ADDENDUMS

- **Electric provided by customer must be with in 3 feet of the install location at the time of installation for final connection to be made by installer. If electric is NOT available at the time of installation final connection becomes the customer responsibility.**
- **Permit and acquisition fees are NOT included. Permit and Sealed engineered drawings, if required by local jurisdiction will be billed to the customer. All costs will be itemized and invoiced to the customer at project completion.**

***** Any change to this agreement requires signed approval by both the customer and Stewart Signs.***

Installation price: Included in Quote
Price valid until: 12/30/2021
Sign type and size: Polaris Single Sided 3'5"x7'7" LED w/ 3'5"x3'5" Signature Cabinet
Quote 982397-4

Communication Method: Wireless Data Modem

INTERNAL USE ONLY

Installation Coordinator: DLW
Approval Date: 11/30/2021

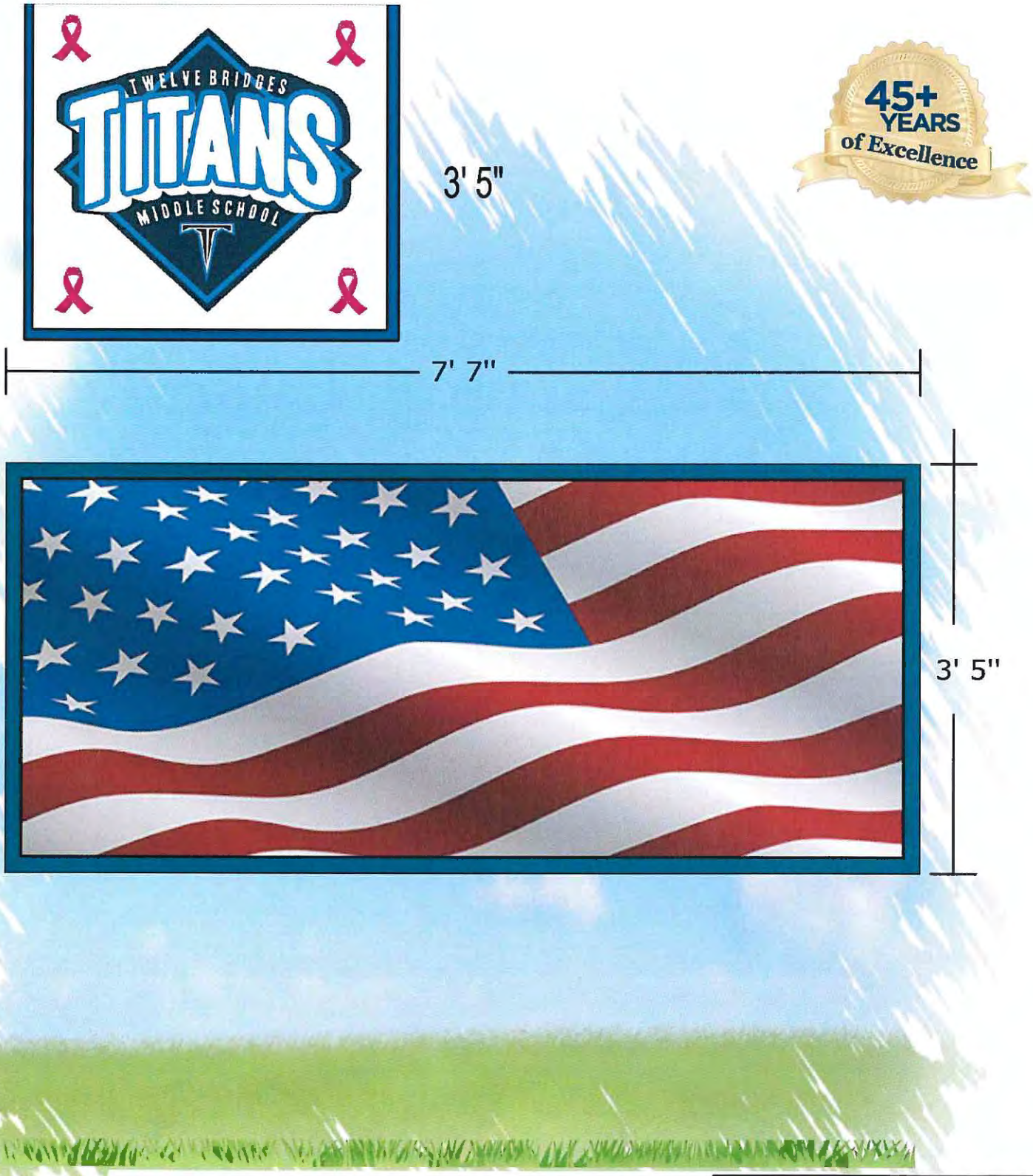
The foregoing agreement is exclusive and in lieu of all other agreements whether written, oral, or implied.

I understand and agree to the above standards and conditions.

Responsible person's signature: _____ Title: Asst Supt of Business Svs and Operations Date: 12/3/24

Print name: Audrey Kilpatrick

Organization name: Western Placer Unified School District Phone: (916) 645-6350



Polaris 10mm, 96x224 Color

The provided graphics will be insufficient quality for manufacturing process. Please see our web site, http://www.stewartsigns.com/support-artwork.php or your consultant for a list of acceptable formats

Cabinet Color: Blue

Mount: Cabinet Only

stewartsigns
America's Premier Sign Company
1-800-237-3928 WWW.STEWARTSIGNS.COM

ORIGINAL DESIGN DO NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK BASED PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL, PAINT, OR LED COLOR. ARTIST'S RENDITION OF BRICKWORK, MASONRY AND LANDSCAPING IS NOT INCLUDED IN THE PROPOSAL. ANY MEASUREMENTS SHOWN ARE APPROXIMATIONS. DIMENSIONS OF FINAL PRODUCT MAY VARY. LED IMAGES SHOWN ARE SIMULATED TO REPLICATE RESOLUTION FROM OPTIMUM VIEWING DISTANCE. A STEWART SIGN IS DESIGNED TO BE ILLUMINATED AT ALL TIMES, AS IT INCREASES THE LIFE OF THE SIGN'S LIGHTING COMPONENTS. SKETCHES ARE BASED OFF OF THIS PREMISE.

APPROVED AS SHOWN.

X _____ DATE 12-3-21 1. _____

APPROVED WITH LISTED CHANGES.

X _____ DATE _____ 2. _____ 3. _____

Sketch #293083 Customer #2104961

11/19/2021 Shay Finhaus -PROPOSAL-

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 stndents 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:
Comprehensive School Safety Plans - District and School Sites

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Asst. Supt. - Business & Operations

ENCLOSURES:
Comprehensive School Site Safety Plans (located on wpusd.org)

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
None

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
School safety is paramount in Western Placer Unified School District. Each of our thirteen school sites and the district office practice safety on a daily basis by implementing processes and procedures to safeguard our students and staff as well as scheduling regular safety drills to practice responses to potential fire, lock-down, lock-out, evacuation and/or shelter-in-place situations. The District communicates with local law enforcement to determine and communicate best safety practices at our sites.

California Education Code Sections 32280–32288 requires all schools to have a Comprehensive School Safety Plan which is updated annually at the District level and then also through each school's School Based Leadership Team (SBLT). The Comprehensive School Site Safety Plan consists of seven sections that include the Standard Emergency Management System (SMS) procedures applied district-wide. The Comprehensive School Site Safety Plan also includes school site goals for School Climate/People/Programs and for the Physical Environment/Place.

The District has developed a uniform template plan (see attached) and each of the thirteen schools in Western Placer Unified School District have written, reviewed, updated and approved their Site Personnel Information and Site Safe School Plan/Data Goals through their SBLT's. The Comprehensive School Site Safety Plans are presented to the Board of Trustees annually for approval.

The Comprehensive Site School Safety Plans for the thirteen schools are online and available for viewing at: https://www.wpusd.org/our-district/accountability/safety-plans.

ADMINISTRATION RECOMMENDATION:
Approval of Comprehensive School Site Safety Plans for each of the schools in WPUSD.

2021-22

COMPREHENSIVE SCHOOLSITE SAFETY PLAN

CRISIS RESPONSE PLAN

For

Western Placer Unified School District

and

School Site

Reviewed by Site Council

Date

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Section One: Assignments and Duties

ROLE	NAME			CHAIN
Site Leader - Principal (Oversees ENTIRE Situation)	**By Site**	**Name**	**Cell #**	Site Principal → Superintendent/DO → Site Principal → Site Coordinator
	CCC	Julie Stearn	[redacted]	
	COES	Megan Dickson	[redacted]	
	FSS	Rey Cubias	[redacted]	
	FRES	Gina Pasquini	[redacted]	Continuous Loop - Site Principal keeps Superintendent/DO informed & Superintendent/DO provides leadership to Site Principal
	SLES	Jack Gout	[redacted]	
	LCES	Denise Parnell	[redacted]	
	SES	Shanna Parker	[redacted]	
	TBE	Will Middleton	[redacted]	
	GEMS	Lance Van Court	[redacted]	Site Principal delegates to Site Coordinator so that the Site Principal is available and not tied down with a specific task
	TBMS	Randy Woods	[redacted]	
	LHS	Jennifer Hladun	[redacted]	
	TBHS	Mike Maul	[redacted]	
	PHSAtlas	Chuck Whitecotton	[redacted]	
Site Coordinator (Deals with SPECIFIC/DETAILS of Situation)				Site Principal → Superintendent/DO → Site Principal → Site Coordinator Site Coordinator → Site Staff
	CCC	Lori Deschamps	[redacted]	CCC - 916-645-6390
	COES	Jennifer Hancock	[redacted]	COES - 916-645-6380
	FSS	Bill Justice	[redacted]	FSS - 916-645-6330
	FRES	Chareen Lauritzen	[redacted]	FRES - 916-434-5255
	SLES	Megan Hart	[redacted]	SLES - 916-409-2401
	LCES	Cindy Hood	[redacted]	LCES - 916-434-5292
	SES	Ann Nordby	[redacted]	TBES - 916-434-5220
	TBES	Roseanne Johnson	[redacted]	SES - 530-633-2591
	GEMS	Ana Castillo	[redacted]	GEMS - 916-645-6370
	TBMS	Amy Pettersen	[redacted]	TBMS - 916-434-5270
	LHS	Vicki Eutsey	[redacted]	LHS - 916-645-6360
	TBHS	Heather Pierce	[redacted]	TBHS - 916-409-2631
	PHS/Atlas	Tracy Gruber	[redacted]	PHS - 916-645-6395
District Administrator (Coordinates all activites, rumor control,		Kerry Callahan, Superintendent (Scott Pickett, Asst. Supt.)		Kerry Callahan → Site Principal → Site Coordinator
District Office Liaison (Communicates to Depts/Sites)		Audrey Kilpatrick, Asst. Supt. (Remains at DO)		Scott Pickett → District Office → Other Sites/Tech/Head Start, as appropriate
Community Liaison (Communicates to Media/Other)		Kerry Callahan, Superintendent		Scott Pickett → LPD, etc.
Crisis Response Team (Provides Emotional Support)		Toni Vernier, Dir. SPED → School Psychologists/Counselors → Staff/Students		Scott Pickett → Toni Vernier → School Psychologists & Counselors
Transportation (Buses Students as Necessary)		Audrey Kilpatrick, Asst Supt → Boyd Pyatt, Transportation Dir.		Boyd Pyatt → Bus Drivers, as needed
Maintenance & Operations & Facilities (Physical Plant/Safety Needs)		Audrey Kilpatrick, Asst. Supt → Mike Adell, Facilities & Tom Butcher, Maintenance & Operations		Mike Adell & Tom Butcher → Maintenance & Operations & Facilities personnel, as needed
Personnel (Provides Info as Needed)		Cliff De Graw, Asst. Supt.		Cliff De Graw → Katrina Moddelmog/Barbara Green

Communication (2-Way Radio Support)	Audrey Kilpatrick, Asst. Supt	Tom Butcher → Maintenance & Operations
Technology (Provides Technological Support)	Audrey Kilpatrick, Asst. Supt → Tsugufumi Furuyama, Dir. of Technology	Tsugufumi Furuyama → Kevin Perry → Tech Staff
Translation (Provides Translation as Needed)	Scott Pickett → Maria Gonzalez	Maria Gonzalez → Scott Pickett → Parent Liaison
Nursing (Provides Medical Support)	Scott Pickett → Madi Belfroid and Kelley Gordon	Madi Belfroid & Kelley Gordon → Clerks/Clerk II's

ESSENTIAL TELEPHONE NUMBERS

	Telephone #	Fax #	Cellular #	Other #
DISTRICT OFFICE/COMMAND CENTER				
Kerry Callahan, Supt.			[redacted]	
Emma Oehler, Comm.	916-645-6350	916-645-6356		
DISTRICT OFFICE LIAISON				
Audrey Kilpatrick, Asst. Supt.	916-645-6350	916-645-6356	[redacted]	
COMMUNITY LIAISON				
Kerry Callahan, Supt.	916-645-6350	916-645-6356	[redacted]	
PERSONNEL				
Cliff De Graw	916-645-5293	916-645-6948	[redacted]	
MAINT&OP/FACILITIES & COMMUNICATIONS				
Audrey Kilpatrick	916-645-6350	916-645-5295	[redacted]	
Mike Adell	916-645-5100	916-645-4295		
Tom Butcher	916-434-5000	916-645-4016		
TRANSPORTATION				
Boyd Pyatt	916-645-6346		[redacted]	
SIERRA BUILDING SYSTEMS INC.				
				Alarm Shut-Off Info
	888-216-9292	530-637-5551		[redacted]
TECHNOLOGY				
Tsugufumi Furuyama	916-645-5175		[redacted]	
Kevin Perry	916-434-3737			
FOOD SERVICE				
Christina Lawson			[redacted]	
Sandra Whitehouse	916-645-6373			
CRISIS RESPONSE				
Toni Vernier			[redacted]	
Lauren Alazzawi				
Ellie Martinez	916-645-6350			
Mayela Martinez	916-645-4078			
Vincent Hurtado	916-434-5220	916-645-6345		
NURSING				
Kelley Gordon, RN			[redacted]	
Madi Schumann, RN	916-645-6350	916-645-5136		
TRANSLATION				
Maria Gonzalez			[redacted]	
Scott Pickett	916-645-6350	916-645-6356		
SCHOOL RESOURCE OFFICERS				
Officers Collins, Savage, & Searle	916-645-4040			

Alarm Shut-Off Information

Accessing Alarm Account History:

On the Internet, go to [redacted]. Using all Capital Letters, enter the site account number. Enter your password, or use the default one, [redacted]. A list of responsible parties will come up on the screen. To the left, there is a tab that says, [redacted]. Left click on that tab. All recent events will be listed.

The account numbers are as follows:

Site	Address	System	Account Number
CCC	150 E 12th St. Lincoln	Security	[redacted]
CCC	150 E 12th St. Lincoln	Fire	
CCC	150 E 12th St. Lincoln	Fire	
COES	2030 First St. Lincoln	Security	
COES	2030 First St. Lincoln	Fire	
Maint & Trans	2701 Nicolaus Dr. Lincoln	Security	
Maint & Trans	2701 Nicolaus Dr. Lincoln	Fire	
Maint Off Annex	810 J St. Lincoln	Fire	
DO	600 6th St. Lincoln	Security	
Tech Building	810 J St. Lincoln	Security	
FSS	1400 First St. Lincoln	Security	
FSS	1400 First St. Lincoln	Fire	
FRES	1561 Joiner Pkwy, Lincoln	Security	
FRES	1561 Joiner Pkwy, Lincoln	Fire	
GEMS	204 L St. Lincoln	Security	
GEMS	204 L St. Lincoln	Fire	
SLES	1200 Brentford Cir. Lincoln	Security	
SLES	1200 Brentford Cir. Lincoln	Fire	
LCES	635 Groveland Lincoln	Security	
LCES	635 Groveland Lincoln	Fire	
LHS	790 J St. Lincoln	Security	
LHS	790 J St. Lincoln	Security	
LHS	790 J St. Lincoln	Fire	
LHS Farm	6001 William Ln. Lincoln	Fire/Security	
LHS Farm	6001 William Ln. Lincoln	Security	
PHS	870 J St, Lincoln	Security	
PHS	870 J St, Lincoln	Fire	
SES	4730 H St, Sheridan	Security	
TBES	2450 Eastridge Lincoln	Security	
TBES	2450 Eastridge Lincoln	Fire	
TBHS	2360 Fieldstone Dr. Lincoln	Security	
TBHS	2360 Fieldstone Dr. Lincoln	Fire	
TBMS	770 Westview Dr. Lincoln	Security	
TBMS	770 Westview Dr. Lincoln	Fire	

TO PLACE YOUR CAMPUS ON TEST:
CALL IFS MONITORING STATION @ [redacted]
GIVE THEM THE CORRECT ACCOUNT NUMBER OR ADDRESS OF SCHOOL
IF ASKED FOR A PASSWORD, [redacted]

Using radios – Channel Information
ICOM or KENWOOD Radio

These radios have been programmed to communicate with the base stations at all sites.

Do not set your radio to Channel 1.
This Channel is designated for EMERGENCIES ONLY.

Keep your radio charged up, but not left in the charger for more than 24 hours.

Turn on the radio (top of radio, dial knob on the right). Turn the volume up (same knob).

Make sure your channel is set to the site assigned channel (either dial knob on top or scroll arrows on the face of the radio).

Depress the "push-to-talk" button and hold it down until you finish talking. Release the talk button and wait for a response. To talk to another site, use the channel assignment below:

Channel 1	Emergency Only
Channel 2	Transportation
Channel 3	Maintenance
Channel 4	Food Services
Channel 5	Twelve Bridges Middle School
Channel 6	Sheridan Elementary School
Channel 7	Creekside Oaks Elementary School
Channel 8	Carlin C. Coppin Elementary School
Channel 9	First Street School
Channel 10	Glen Edwards Middle School
Channel 11	Phoenix High School/Atlas
Channel 12	Lincoln High School
Channel 13	Foskett Ranch Elementary School
Channel 14	Twelve Bridges Elementary School
Channel 15	Lincoln Crossing Elementary School
Channel 16	CARE (after-school)
Channel 17	Scott M. Leaman Elementary School
Channel 18	Twelve Bridges High School

ADDITIONAL CONTACT INFORMATION

CARE (After School Program)
Ashlie Snider, Director [redacted]
916-645-5135 (office)

FSS	916-434-5038	SHER	530-633-8119
GEMS	916-645-4020	COES	916-434-7282

HEAD START PRESCHOOL

CCC	916-645-1051
INFANT/TODDLER CENTER	916-434-3705 (next to Phoenix HS)

PCOE PRESCHOOL

1st at I	916-645-1772
CCC	916-645-6390 ext. 37

STAR EDUCATION

COES	916-434-8085	FRES	916-434-5884
TBES	916-434-6542	CCC	916-434-8720
LCES	916-409-0797	SLES	916-645-6374

CAFETERIA

GEMS-Food Director	916-645-6373
LHS-Kitchen	916-645-6365
CCC-Kitchen	916-645-6392
GEMS Cafeteria Clerk	916-645-4054
FSS Cafeteria Clerk	916-434-7283
TBES Cafeteria Clerk	916-434-5212
TBMS Cafeteria Clerk	916-434-5269

LIGHTHOUSE COUNSELING & FAMILY RESOURCE CENTER
916-645-3300

TECHNOLOGY **916-434-3737**
Tsugufumi Furuyama [redacted]
916-645-5175 (office)
Kevin Perry [redacted]
Jordan Shorkey
Kevin Sigrist
Shawn Quinn
Gabe Cruz
Austin Dirk
Technician I
Rengin Yildiz

DISTRICT OFFICE EXTENSIONS

Extension	Name	Title
40101	Rebecca Dukes	Sub Caller/District Office Clerk
40102	Holly Shima	District Office Clerk
40104	Maria Gonzalez	Admin. Asst. to Superintendent
40105	Reno Penders	Director of Educational Services
40107	Kerry Callahan	Superintendent
40108	Christiane Adams	Admin. Asst. Educational Services
40109	Audrey Kilpatrick	Asst. Supt. Business & Operations
40110	Carrie Carlson	Director of Business
40111	Scott Pickett	Asst. Supt. Educational Services
40112	Cliff De Graw	Asst. Supt. of Personnel Services
40113	Copy Room	
40114	Jennifer Horton	Coodinator, College & Career
40115	Kathleen Leehane	Director of Supplemental Programs
40116	Toni Vernier	Director of Special Education
40117	Diane Metzelaar	Special Education Secretary
40118	Carla O'Brien	Special Education Clerk
40120	Sandra Hackbarth	Admin. Asst. to Kathleen Leehane
40121	Julie Brown	Facilities Support Clerk
40122	Faviola Melendrez-Lopez	Account Technician
40123	Elide Castillo	Account Technician
40126	Debbie McKinnon	Payroll Technician
40127	Rhia Zinzun	Payroll Technician
40128	Barbara Green	Personnel Technician
40129	Katrina Moddelmog	Personnel Technician
40131	Mike Adell	Director of Facilities
40133	Elicia Martinez	Personnel Admin. Asst.
40134	Liz Steelman	Business Admin. Asst.
40135	Lauren Alazzawi	Special Ed. Program Specialist
40138	Evelyn Keaton	Account Technician
40139	Jenn Gill	Payroll Technician
40142	Hannah Richie	Asst. Director Facilities
40144	Ellie Martinez	Special Ed. Program Specialist
40145	Emma Oehler	Communications Coordinator
40146	Emily Ortiz	MTSS, Coordinator
40148	Rebecca Wilhelm	Sub Caller
40175	Tsugufumi Furuyama	Director of Technology

Standardized Emergency Management System (SEMS)

The Standardized Emergency Management System (SEMS) is a statewide California system used by police officers, firefighters and other disaster responders in disaster events. The purpose of SEMS is to aid in communication and response by providing a common communication and management system. The intent of this law is to improve the coordination of state and local emergency response in California. The law is found in Section 8607 of the Government Code.

The basic framework of SEMS incorporates the use of the Incident Command System (ICS). The ICS is designed to be flexible and adaptable to meet the emergency management needs of all agencies. ICS is a management system and provides the organizational framework and acts asan umbrella under which all response agencies may function in an integrated fashion.

During an emergency the School will utilize the ICS to facilitate a coordinated response by the Site Incident Commander, the Incident Management Team and representatives from community responders. A School Incident Command Center will be utilized when necessary.

Activation of an Incident Command Center

An Incident Command Center will be activated when any emergency situation occurs of such magnitude that requires large commitment of resources or over an extended period of time.

Incident Command Center Locations

The command center location will be designated School location. Once a unified command is established with responding agencies, the command center will be determined by the overall Incident Commander.

Incident Management Team

DISTRICT ADMINISTRATOR
Responsibility Checklist

Superintendent Callahan and/or Asst. Supt. Pickett

Basic Duties: Oversees coordination of all activities; makes decisions re: evacuation off-campus.

- ☐ **CONFIRM FACTS** – Obtains accurate information about the total situation. Determines the degree of impact.
- ☐ Works with principal to decide whether to evacuate off campus.
- ☐ Works with principal to convene the **Crisis Response Team**.
- ☐ Works with District Office Liaison to set up a **Community Bulletin Board/Communications** at District Office.
- ☐ Authorizes Board Members to be contacted.
- ☐ Notifies City Manager of situation.
- ☐ Goes to school site.
- ☐ Contacts own family to assess their safety and to inform them of situation.
- ☐ Works with site team to support resolution activities.
- ☐ Works with District Liaison to communicate with District Office staff to update information and to provide support.
- ☐ Updates Board Members.
- ☐ Approves communication to parents emphasizing the positive.
- ☐ Assists the site with evaluation of the event and the response.
- ☐ Plans and send appreciations to people who helped: letter to the editor, potluck, etc. is appropriate to retain a sense of community.
- ☐ Conducts debrief after the event.

Incident Management Team

DISTRICT OFFICE LIAISON
Responsibility Checklist

Assistant Superintendent Audrey Kilpatrick

Basic Duties: Coordinates all activities at the District Office location.

- ☐ Confirms situation with Superintendent.
- ☐ Sets up and organizes District Command Center (Business Office).
- ☐ Notifies Transportation, Maintenance, Personnel, and Communication, where necessary.
- ☐ Screens calls to Superintendent's Office, delegates to the Superintendent and Asst. Superintendent's Secretary/Admin Assistant.
- ☐ Provides updates to Board Members. Delegates to the Superintendent and Asst. Superintendent's Secretary/Admin Assistant.
- ☐ Notifies and updates all sites of the situation.
- ☐ Advises other districts of situation, if required.
- ☐ Notifies the Placer County Office of Education, if warranted.
- ☐ Coordinates repairs, if needed.
- ☐ Contact insurance carrier.

Incident Management Team

SITE LEADER – PRINCIPAL
Responsibility Checklist

Basic Duties: Oversees entire situation on site; works with Superintendent to make decisions.

- ☐ Principal deals directly with District Office/Community coordination.
- ☐ Principal makes necessary decisions in consultation with District Office.
- ☐ Principal notifies local law enforcement/fire department when deemed appropriate.
- ☐ Principal works with District Administrator to activate Crisis Response Team (School psychs/counselors).
- ☐ Principal oversees entire operation and respond as needed, confident the entire operation is coordinated, organized and under the control of a competent Site Commander.
- ☐ Principal trouble shoots based on developing circumstances.
- ☐ Principal works with District Office re: media operations/communications.
- ☐ Principal works with emergency personnel.
- ☐ Principal accompanies students and faculty to a safe evacuation site, if deemed appropriate.
- ☐ Principal is efficient/flexible/available to make decisions and communicate – not tied to a specific task.

Incident Management Team

SITE COORDINATOR (TASK MASTER)
Responsibility Checklist

CCC	Lori Deschamps	[redacted]	
COES	Jennifer Hancock		
FSS	Bill Justice		
FRES	Chareen Lauritzen		
SLES	Megan Hart		
LCES	Cindy Hood		
SHER	Ann Nordby		
TBES	Roseanne Johnson		
GEMS	Ana Castillo		
TBMS	Amy Pettersen		
LHS	Vicki Eutsey		
TBHS	Heather Pierce		
PHS/Atlas	Tracy Gruber		

Basic Duties: Coordinate all activities at the incident site.

- ☐ Directs activities of **Site Command Center**
- ☐ Alerts Teachers as required
- ☐ Ensures Staff are at required positions with equipment/information necessary to complete tasks.
- ☐ Assigns additional duties to available staff and direct site operation.
- ☐ Communicates with nursing staff and Crisis Response Team, as needed.
- ☐ Communicates with Transportation, Food Services, as necessary.
- ☐ Organizes and coordinates all necessary activities at site.
- ☐ Requests added personnel from Personnel Officer.
- ☐ Works with Site Principal to advise parents of early dismissal of students, if necessary.
- ☐ Provides information to Superintendent/media spokesperson regarding early dismissal of students and other information, if/as necessary.

Incident Management Team

DESIGNATED SECONDARY PERSON IN CASE THE PRINCIPAL OR SITE COORDINATOR IS UNAVAILABLE

CCC	Kimber Tzikas	[redacted]	
COES	Melissa Everts		
FSS	Norma Lazaro		
FRES	Kristin Noriega		
LCES	Karen Reilly		
SLES	Michelle Rowe		
SHER	Jennifer Hladun		
TBES	Martiza Pisik		
GEMS	Jenifer Freymond		
TBMS	Todd Boynton		
LHS	Stephanie Brown		
TBHS	Daniel Searle		
PHS/Atlas	Clint Nelson		

Incident Management Team

COMMUNITY LIAISON
Responsibility Checklist

Superintendent Kerry Callahan or
Marketing & Communications Coordinator Emma Oehler

Basic Duties: Your position is to coordinate all activities at the community level.

- ☐ Act as media spokesperson.
- ☐ Coordinate with District Office Liaison and Administration
- ☐ Work with site team members to advise parents.
- ☐ Be in communication with site level person at hospital.
- ☐ Be in contact with City Council and Local Officials, as needed.
- ☐ Relay information about hospital victims to **District Office Command Center.**
- ☐ At Site Administrator's request, take a leadership role in conducting parent and community meetings.
- ☐ Contact radio, television, newspapers, as deemed appropriate.
- ☐ If requested by site, coordinate a community resource response.
- ☐ Plan with Site Principal and Crisis Response Team for a community meeting, if needed.

Incident Management Team

CRISIS RESPONSE TEAM
Responsibility Checklist

Toni Vernier, Director of Special Education

Basic Duties: Your main function is to organize and dispatch members of the Crisis Response Team to the appropriate incident site.

Crisis Response Team Members: (School Psychologists and School Counselors)
Toni Vernier, Lauren Allazawi, Ellie Martinez, Mayela Martinez, Vincent Hurtado, Jared Miller, Monica Carroll, Victoria Galvan, Janice Giorgi, Nicole Hackett, Megan Hart, Lauren Morelli, Desiree St. John, Jared Siler, Kimber Tzikas, Shannon Cooper, Casey Milovanovich, Chris Mireles

- ☐ At request of site Crisis Response Support Team Leader, contact community mental health resources.
- ☐ Direct activities of any District Interns.
- ☐ If requested by site, contact neighboring districts and secure their assistance.
- ☐ Contact Placer/Sacramento County law enforcement chaplaincy, as necessary.
- ☐ Contact Placer/Sacramento County Department of Mental Health to alert the Critical Incident Stress Management Team, as necessary.
- ☐ Provide support to students and staff, if requested; assess critical situations.
- ☐ Assist site in staffing safe rooms for students and staff.
- ☐ Provide written information to parents concerning possible reactions to the event.
- ☐ Be available for consultation to site as they conduct follow-up activities in the subsequent weeks.

Incident Management Team

TRANSPORTATION
Responsibility Checklist

Boyd Pyatt, Director of Transportation

Basic Duties: Coordinate all transportation needs surrounding the incident.

- ☐ Work with dispatcher to contact bus drivers, if necessary.
- ☐ Advise Mid Placer Transportation of situation and coordinate resources, if necessary.
- ☐ Advise drivers of staging areas and routes.
- ☐ Assign mechanics and available maintenance staff to work with Lincoln PD (if available) to block and direct traffic to allow buses to safely enter and exit designated pick-up area.
- ☐ Provide evacuation to secondary site, if necessary.
- ☐ Provide early transportation home to regular bus drivers as necessary.
- ☐ Check off names of students on bus rosters as they reach exit gate; have mechanic escort them to proper buses.

Incident Management Team

MAINTENANCE/FACILITIES
Responsibility Checklist

Tom Butcher, Director of Maintenance & Operations
Mike Adell, Director of Facilities

Basic Duties: Provide all necessary support as deemed appropriate

- ☐ Accompany Superintendent to incident site.
- ☐ Provide blueprints and any other technical data of the site.
- ☐ Designate staff to bring extra communication equipment to the sites.
- ☐ Assist emergency services personnel with information about the site.
- ☐ Provide any required resources to emergency personnel.
- ☐ Provide support in establishing site command center.
- ☐ Coordinate repairs.

Incident Management Team

PERSONNEL
Responsibility Checklist

Cliff De Graw, Assistant Superintendent of Personnel

Basic Duties: Identify district personnel who can be of assistance during the crisis.

- ☐ Notify employee families affected by the crisis.
- ☐ Assist site with information on personnel, including substitutes, who are present on campus.
- ☐ Contact substitutes to work upcoming days.
- ☐ Assist in coordination of specialized personnel to incident, per request of Command Center or District Liaison.
- ☐ Provide and maintain an updated resource guide of specialized personnel.

Incident Management Team

COMMUNICATION
Responsibility Checklist

Tom Butcher, Director of Maintenance & Operations

Basic Duties: Provide the most effective form of communication to the incident site under these circumstances.

- ☐ Work with telephone Company, as necessary.
- ☐ Update voicemail message, as appropriate.
- ☐ Keep sites updated on telephone status.
- ☐ Coordinate use of District's 2-way radio system and all phone contacts.

Incident Management Team

TECHNOLOGY
Responsibility Checklist

Tsugufumi Furuyama, Director of Technology

Basic Duties: Provide access to electronic communications services.

- ☐ Provide information on mass messaging – email, voicemail, text.
- ☐ Work with Site Leader to coordinate messaging.
- ☐ Work with sites to provide access to Student Management System (PowerSchool).
- ☐ Assist with technology needs.

Incident Management Team

DISTRICT NURSE
Responsibility Checklist

Kelley Gordon RN, Madi Schumann RN, Amanda Burch RN, Bhawnpreet Kaur LVN, Diane Guillon, LVN

Basic Duties: Provide the best possible first aid service to the incident site as circumstances permit.

- ☐ At request of Site Coordinator, report to site and establish a first aid station area; ensure adequate adult assistance.
- ☐ Provide direction to Clerks re: handling of student medication.
- ☐ Provide direction and support to Clerks re: reviewing Student Healthcare Plans for students with critical needs.
- ☐ Coordinate activities with hospital, if needed.
- ☐ Meet with parents of injured students.
- ☐ Assist school site team with parent or community meeting.

Incident Management Team

TRANSLATION
Responsibility Checklist

Maria Gonzalez/Scott Pickett/Parent Liaison

Basic Duties: Provide translation for communications and information as necessary.

- ☐ Provide appropriate information to Spanish radio and television stations as deemed appropriate.
- ☐ Coordinate release of information with Community Liaison Officer, Kerry Callahan.
- ☐ Establish a procedure to provide communication and information to parents.
- ☐ Mobilize translators (teachers/students/parents), as needed.

Incident Management Team

SAFETY OFFICER
Responsibility Checklist

Officers Collins, Savage, and Searle, Lincoln PD

Basic Duties: The position of Safety Officer is to develop, recommend, and enforce the measures set to assure safety to all on school campuses.

- ☐ Identify hazardous situations that have occurred due to the incident.
- ☐ Use your emergency authority to stop and prevent unsafe acts.
- ☐ Investigate accidents that have occurred within the incident area.

Start-Up Action:

- ☐ Go to meeting place.
- ☐ Identify yourself & put on appropriate ID.
- ☐ Read the entire action checklist.
- ☐ Retrieve appropriate equipment and supplies needed.

Operational Duties:

- ☐ Identify and alleviate hazardous and potentially hazardous situations.
- ☐ Monitor emergency response activities for safety.
- ☐ Stop and fix all unsafe operations.
- ☐ Utilize a safety backup plan, if needed; take regular breaks, 5-10 min/hour
- ☐ Attend and contribute to the planning meetings.
- ☐ Maintain activity log.
- ☐ Notify appropriate person in charge of reporting to insurance company regarding the loss and/or damage to property of persons.

Closing Down:

- ☐ At the Incident Commander's directors, dismiss the staff. Have them sign out.
- ☐ Complete activity log and pass on pertinent information.
- ☐ Return all equipment and unused supplies.

Section Two: Evacuation Information

OPERATIONAL AREAS AND SAFE ON-CAMPUS SITES

SCHOOL SITE	OPERATIONAL AREA	STUDENT SECURITY
Lincoln High School		
Glen Edwards Middle School		
Creekside Oaks Elementary School		
Carlin C. Coppin Elementary School		
Sheridan School		
Phoenix High School/Atlas		
First Street School		
Twelve Bridges Elementary School		
Foskett Ranch Elementary School		
Scott M. Leaman Elementary School		
Twelve Bridges Middle School		
Lincoln Crossing Elementary School		
Twelve Bridges High School		
District Office		

Crisis Evacuation Off-Campus Sites

FROM	TO
Carlin C. Coppin School	
Creekside Oaks School	
Sheridan School	
Glen Edwards Middle School	
Phoenix High School/Atlas	
Lincoln High School	
First Street School	
Scott M. Leaman Elementary	
Twelve Bridges Elementary	
Foskett Ranch Elementary	
Twelve Bridge Middle School	
Lincoln Crossing Elementary	
Twelve Bridges High School	
District Office	



Section Three: Local Emergency Services

LINCOLN POLICE DEPARTMENT	916-645-4040
LINCOLN FIRE DEPARTMENT	916-645-4040
PLACER COUNTY SHERIFF'S DEPARTMENT	530-889-7800
CALIFORNIA DEPARTMENT OF FORESTRY, FIRE, RESCUE	916-653-4175
AMERICAN RED CROSS	530-673-1460
PLACER COUNTY OFFICE OF EMERGENCY SERVICES	530-886-5300
PLACER COUNTY FIRE	530-823-4904
EMERGENCY RESPONSE SYSTEMS	530-823-2323
CALIFORNIA HIGHWAY PATROL	911 - EMERGENCY 916-663-3344 - Non Emergency
CITY OF LINCOLN	916-434-2400
DAMIAN ARMITAGE, BOARD MEMBER	[redacted]
JASON PRICE, BOARD MEMBER	
KRIS WYATT, BOARD MEMBER	
CRISTE FREYMOND, BOARD MEMBER	
APRIL NITSOS, BOARD MEMBER	
GAYLE GARBOLINO-MOJICA, PCOE	
KFBK	916-929-5325
KAHI	530-885-5636
KXTV (TV10)	916-321-3300
KCRA (TV3)	916-444-7316
KOVR (TV13)	916-374-1301
PG&E	800-743-5000

Section Four: Incident Reporting & Initial Emergency Procedures



HOLD **SECURE** **LOCKDOWN** **EVACUATE** **SHELTER**



HOLD
(In your room or area. Clear the halls.)

Students are trained to:

- Clear the hallways and remain in room or area until the "All Clear" is announced
- Do business as usual

Teachers are trained to:

- Close and lock the door
- Account for students and adults
- Do business as usual



SECURE
(Get inside. Lock outside doors.)

Students are trained to:

- Return to inside of building
- Do business as usual

Teachers are trained to:

- Bring everyone indoors
- Lock outside doors
- Increase situational awareness
- Account for students and adults
- Do business as usual

If any emergency occurs when students are not in class (during passing period or at lunch) – Students should return to the last class they attended. This will allow for teachers to use the most accurate attendance to account for students.



HOLD SECURE LOCKDOWN EVACUATE SHELTER



LOCKDOWN
(Locks, Lights, Out of Sight.)

Students are trained to:

- Move away from sight
- Maintain silence
- Do not open door

Teachers are trained to:

- Recover students from hallway if possible
- Lock the classroom door
- Lights out
- Move away from sight
- Maintain silence
- Do not open the door
- Wait for first responders to open door
- Take roll, account for students using Google doc



EVACUATE
(To the Determined Location.)

Students are to be trained to:

- Leave stuff behind
- Form a single line
- If possible, bring your phone
- Follow instructions

Teachers are trained to:

- Grab roll sheet if possible
- Lead students to evacuation location
- Take roll, account for students and adults
- Green sign – all students accounted for
- Red sign – missing student or students

(SEE PAGE 27 – LIST OF OFF CAMPUS SITES)



HOLD SECURE LOCKDOWN EVACUATE SHELTER



SHELTER
(For Hazard Using Safety Strategy.)

Hazards might include:

- Earthquake
- Hazmat
- Tornado

Safety Strategies might include:

- Evacuate to a shelter area
- Seal the room

Students are trained in:

- Use appropriate safety strategy for the hazard

Teachers are trained in:

- Lead safety strategy
- Take roll, account for students and adults
- Report problems at the evacuation location



HOLD SECURE LOCKDOWN EVACUATE SHELTER



General School Building Evacuation

Evacuation Orders:

When notified via bell signal or announcement, all persons on school grounds are expected to exit immediately. Evacuation procedures will be rehearsed. Evacuation orders will include the reason for evacuation, evacuation routes, and the evacuation destinations.

(PE, Custodians, Cafeteria staff and Library Staff will be notified by phone or radio in the event of a drill or procedure taking place)

EVACUATION FROM SCHOOL BUILDINGS

Evacuation of Students and Staff from Buildings:

- Students and staff in the classroom wings/groups will evacuate to the assigned areas for the specific school. Leave stuff behind except phone, if possible, and form a single line.
- Teachers are to take their role sheet, if possible, and lead students to evacuation location. Take role and account for missing students.
- Teachers should be the last one out of their classrooms.
- Teachers will hold a green sign up if all students are accounted for. They will hold up a red sign if the teacher has any students missing or has any problems.
- Teachers are responsible for keeping students orderly.
- The "All Clear" sound will end the emergency or drill.



HOLD SECURE LOCKDOWN EVACUATE SHELTER



Response to Fire Alarm

Fire Drill:

A fire drill will be held each month. The fire alarm will be sounded and is a very distinct tone. Upon hearing the alarm, teachers are to evacuate the classroom on the designated path to the evacuation area, which is behind the gym on the basketball courts. Teachers are to take their roll books, turn off their lights, and check attendance when they have arrived at the designated area.

In case of a missing student, it is crucial to let administration know immediately to facilitate a search for the student who is not accounted for.

The teacher is responsible for the orderly manner in which students conduct themselves during the fire drill and in the instruction of such a drill. The "All Clear" will be announced over the PA system.

In the Event of a Fire:

1. The fire alarm will be activated by personnel at the nearest fire alarm pull station, or immediate contact will be made with the school office by the school intercom system. The fire alarm will be activated from the office. See specific school site procedures.

   Call 9 1 1 if safe to do so with specific details of the fire.

2. Upon hearing the fire alarm, under the supervision of the teacher, students will:
   a. Evacuate the classroom
   b. Walk to the predetermined location
   c. Wait without talking for instruction from the teacher

3. Upon hearing the fire alarm, the teacher will:
   a. Secure the emergency bag and emergency list
   b. Close and lock all doors and windows to the classroom (time and safety permitting)
   c. Escort students from the room
   d. Maintain control of students during the evacuation
   e. Take roll of students once class has arrived at the predetermined location
   f. Await further direction

4. In the event that the procedure is a drill or the emergency is over, an "All Clear" announcement will be broadcast.



HOLD SECURE LOCKDOWN EVACUATE SHELTER



Response to Earthquake

During the first sign of ground shaking, or during an earthquake drill, students should demonstrate their ability to react immediately and appropriately.

Verbal announcement may be broadcast over the campus intercom system, or you'll know because you'll feel it.

If indoors, students and staff will:

1. Immediately TAKE COVER under desks or tables, and TURN AWAY from windows, shelves and heavy objects that may fall. If no cover is available, move to an interior wall.

2. Remain in sheltered position for at least 60 seconds

3. Kneel on floor, bend head close to knees, cover sides of head with elbows, and clasp hands firmly behind neck.

4. In the library, immediately move away from windows and bookshelves, and take appropriate cover.

5. In laboratories, all burners should be extinguished (if possible), before taking cover. Stay clear of hazardous materials that may spill.

6. Don't use candles, matches, or other open flames during or after the tremor because of possible gas leaks. Douse all fires.

7. Be silent and listen to instructions from teacher.

8. The end of the drill will be announced over the intercom "Earthquake Drill"

9. Teacher decides when to evacuate and leads class as it evacuates the room. Note no alarm is sounded. Follow standard evacuation plan.

If outdoors, students and staff will:

1. Move to an open space, away from buildings and overhead power lines. The greatest danger from falling debris is just outside doorways and close to outer walls. Once in the open, lie down or crouch low to the ground. Stay until the shaking stops.

2. If in a vehicle, stop as quickly as possible, but stay in the vehicle. A car may shake violently on its springs, but it is a good place to stay until the shaking stops. Keep the vehicle away from power lines, bridges, overpasses, or buildings.

- Continued next page –



Response to Earthquake, con't

WHAT TO EXPECT DURING AN EARTHQUAKE:

The first indication of a damaging earthquake may be a gentle shaking. You may notice the swaying of hanging plants and light fixtures, or hear objects wobbling on shelves. Or, you may be jarred first by a violent jolt (similar to a sonic boom). You may also hear a low, and perhaps very loud, rumbling noise. A second or two later, you feel the shaking, and by this time you'll find it very difficult to move from one place to another. It is important to take "quake-safe" action at the first indication of ground shaking. Don't wait until you are certain an earthquake is occurring. As the ground shaking grows stronger, dangers increase. For example:

- Free-standing bookshelves and cabinets are likely to topple. Wall mounted objects, such as clocks and artwork, may shake loose and fly across the room.

- Suspended-ceiling components may pop out, bringing light fixtures, mechanical diffusers, sprinkler heads, and other components down with them.

- Door frames may be bent by moving walls and may jam the doors shut. Moving walls may bend window frames, causing glass to shatter and sending dangerous shards into the room.

The noise that accompanies an earthquake cannot cause physical harm. However, it may cause considerable emotional stress, especially if you're not prepared to expect the noisy clamor of moving and falling objects, shattering glass, wailing fire alarms, banging doors, and creaking walls. The noise will be frightening, but a little less so if it is anticipated.

BUILDING EVACUATION PLAN

Building evacuation following an earthquake is imperative due to the possibility of secondary hazards, such as explosions and fires. Follow evacuation plan from page 32.

Through repeated fire drills, your students have demonstrated their ability to exit the building in a quick and orderly manner. Building evacuation following an earthquake should also be quick and orderly.

To emphasize that evacuation takes place ONLY after ground shaking ceases, building evacuation should be practiced as an extension of classroom "drop-and-cover" drills.

"Drop-and-cover" procedures should be followed in the event of an after-shock.

To avoid crowding, try to sequentially evacuate the classrooms, if possible.



HOLD SECURE LOCKDOWN EVACUATE SHELTER



Response to Threat in Neighborhood

Secure

- Secure the perimeter of the school – Lock outside gates
- Students should move inside of buildings – P.E. classes should go inside the gym/multi-purpose room and any other outside activities should be moved into the classrooms.
- Take roll and account for all students.
- Increase situational awareness and do business as usual.
- Bathroom visits should be done in pairs.

Potential Threat: Vicious animal, suspected rabid animal, severe winds, extreme weather, police activity in the area.



HOLD SECURE LOCKDOWN EVACUATE SHELTER



Return to Building

In the event that students must return to their classrooms because of an emergency situation:

1. Verbal announcement will be broadcast over the campus intercom system.
2. Announcement will be immediately followed by direction from responsible adults on the yard to walk to class.
3. Teachers will meet students at the exterior door and direct them to assume safety position.
4. The exterior door will be locked. The blinds will be closed. (Interior doors must be left closed but unlocked to facilitate movement out of classrooms through common rooms as necessary.)
5. With the teacher standing near the exterior door but out of the line of exterior sight, roll will be taken and all students will be accounted for.
6. Immediately commence "Lockdown" procedures. (See next page)
7. Classes will remain silent until further direction is broadcast over the school intercom system or until contact is made with the teacher through the school phone system.



HOLD SECURE LOCKDOWN EVACUATE SHELTER



Response to Intruder or Lockdown Alarm

Lockdown

To insure the safety of staff and students in the event of an intruder, or any other safety/security reason that would require a campus lockdown (shelter in place), the following plan will be instituted:

1. Call the emergency phone in the office to inform the office of the intruder and which room or area of the campus that has been compromised. Notification to the staff/students will be handled according to either, or both, of the following procedures:

2. The office will either make an announcement over the intercom initiating an intruder alert drill, at which time all teachers/staff will implement "lockdown" procedures.

Procedures:

- All teachers/staff will check outside for any students not in a classroom and bring those students into the nearest classroom.

- Please lock all classroom doors and pull the shades down on the windows. During a drill, administration will verify these actions. Students will move as far away from the windows as possible.

- Teachers will account for all students present on that day. A call will be made via the phone system to each room and the teacher will respond red or green. If red, teacher will provide a list of absent or extra students.

- If a student is locked out of his/her room and is knocking on the classroom door, please allow the student entry into the classroom.

-Continued on next page-



Response to Intruder or Lockdown Alarm con't

Lockdown

- Please make a total student count in case you have students not assigned to your class who are in your room as the results of the drill.
- Teachers in possession of current teacher cell phone lists will be asked to activate said phones. Remind teachers to turn on their cell phones.
- Teachers and Students will conduct instruction as usual, but will not leave building.
- Administration will stay in contact with PE/custodial staff via hand held radio.
- Wait for the "All Clear" announcement or further instructions by the site administrators.

** Substitute Teachers will be contacted by telephone **
** Students will be taught not to open the door at any time **



HOLD SECURE LOCKDOWN EVACUATE SHELTER



Response to Potential Threat: Riot, Civil Disorder,Threatening Individual(s)

Intruder/Lockdown Drill in Office

- If a threatening individual enters the office, the office will either make an announcement over the intercom initiating an intruder alert drill, at which time all teachers/staff will implement "lockdown" procedures. Whichever part of the office is not under threat will implement the lockdown procedures.
- Follow **lockdown procedures**.
- Depending on the location of the threat – the person on the opposite side of the office will initiate the school into lockdown and notify emergency personnel.
- Office threat, Principal will notify – Main Secretary will be backup. Larger offices may necessitate additional designated staff for notification.
- Attendance Clerk or Other Designated Office Staff will also be trained to initiate lockdown and notify emergency personnel.



HOLD SECURE LOCKDOWN EVACUATE SHELTER



Response to Potentially Explosive Devices/ Bomb Threat

Should a bomb threat be received or a suspicious object be identified, law enforcement and WPUSD management are to be notified immediately. Evacuate the building or areas affected.

Bomb Threat Protocol:

- **Person who receives bomb threat via phone, email, etc. will utilize standard check list to obtain as much information as possible (see attached template).**
- **Consult with school admin and notify LPD immediately to determine if threat is a valid one.**
- **Evacuate EVERYONE to designated on-site area. If threat warrants, consider off-site evacuation (see page 27 – list of off campus sites).**
- **Students SHALL leave all backpacks, purses, and cell phones behind in the classroom.**
- **If requested by school or district admin, LPD may accompany admin or staff to conduct a JOINT search (NOTE: The reason behind this is that admin/staff are more equipped to determine what is suspicious or out of place and the know that campus better).**

*** **NO ONE should be permitted to touch, handle, or move the suspicious object.**

BOMB THREAT CALL PROCEDURES

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on this page.

If a bomb threat is received by phone:

1. Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does.
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of call, do not hang up, but from a different phone, contact police immediately and await instructions.

If a bomb threat is received by handwritten note:

- Call _____
- Handle note as minimally as possible.

If a bomb threat is received by email:

- Call _____
- Do not delete the message.

Signs of a suspicious package:

- No return address
- Excessive postage
- Stains
- Strange odor
- Strange sounds
- Unexpected delivery
- Poorly handwritten
- Misspelled words
- Incorrect titles
- Foreign postage
- Restrictive notes

DO NOT:

- Use two-way radios or cellular phone; radio signals have the potential to detonate a bomb.
- Evacuate the building until police arrive and evaluate the threat.
- Activate the fire alarm
- Touch or move a suspicious package

WHO TO CONTACT
Follow your local guidelines

BOMB THREAT CHECKLIST

Date: _____ Time: _____

Time Caller Hung Up: _____ Phone Number Where Call Received: _____

Ask Caller:

- Where is the bomb located? (Building, Floor, Room, etc.) _____
- When will it go off? _____
- What does it look like? _____
- What kind of bomb is it? _____
- What will make it explode? _____
- Did you place the bomb? Yes No _____
- Why? _____
- What is your name? _____

Exact Words of Threat:

Information About Caller:

- Where is the caller located? (Background and level of noise) _____
- Estimated age: _____
- Is voice familiar? If so, who does it sound like? _____

Caller's Voice
- o Accent
- o Angry
- o Calm
- o Clearing throat
- o Coughing
- o Cracking voice
- o Crying
- o Deep
- o Deep breathing
- o Disguised
- o Distinct
- o Excited
- o **Female**
- o Laughter
- o Lisp
- o Loud
- o **Male**
- o Nasal
- o Normal
- o Ragged
- o Rapid
- o Raspy
- o Slow
- o Slurred
- o Soft
- o Stutter

Background Sounds:
- o Animal Noises
- o House Noises
- o Kitchen Noises
- o Street Noises
- o Booth
- o PA system
- o Conversation
- o Music
- o Motor
- o Clear
- o Static
- o Office Machinery
- o Factory Machinery
- o Local
- o Long Distance

Threat Language:
- o Incoherent
- o Message read
- o Taped
- o Irrational
- o Profane
- o Well-spoken

Other Information: _____



HOLD SECURE LOCKDOWN EVACUATE SHELTER



Off Campus Evacuation Plan

(SEE PAGE 27 – LIST OF OFF CAMPUS SITES)

The decision to evacuate the campus will be made by the Incident Commander subsequent to evacuation of all school buildings and analysis of the threat to the health and safety of personnel.

Once all personnel are lined up at assigned locations on the school playgrounds, and all children and adults are accounted for, the order to evacuate the campus will be given. Personnel will walk via pre-designated routes, to either designated site via the walking path or alternate site.

Students will be formed into one or two columns. All personnel will move safely to the designated evacuation site. One teacher will position him/herself at the head of the column(s) while in route.

Teachers may coordinate supervision using an assigned "Buddy Classes" system. If used, students will be formed into two columns, one classroom per column. All personnel will move, two columns abreast, safely to the designated evacuation site. One teacher will position him/herself at the head of the columns, one at the rear while in route.

Once the evacuation site is reached, teachers, with assistance from other school employees, will be responsible for keeping their students together, quiet, and comfortable.

A Command Post will be established. A perimeter will be established, inside which all students will remain. No student will be released from the perimeter unless it is to the child's legal parent or guardian – or other adult designated by the parent or guardian on the student's official Emergency Card.

After students and staff are safely evacuated to the designated evacuation site and law enforcement deem safe, teachers and staff will begin the reunification process. Designated staff will set up a reunification "Check In" area based on the first letter of the student's last name.

Ongoing information and instructions will come from the Incident Management Team.



HOLD SECURE LOCKDOWN EVACUATE SHELTER



Insert Evacuation Map

Incident Reporting & Initial Emergency Procedures

In the event of the following:

Stranger on campus
- Notify the office using available systems (cell phone, campus phone #200, radio)
- Provide a description of the individual

Individual with firearm-adult or student
- Never take steps to attempt to disarm the individual!
- Secure students, staff, and volunteers in classrooms
- **Follow Lockdown procedures – Keep doors closed and locked at all times**
- Notify the office using available systems (cell phone, campus phone #200, radio)
- Account for all children
- Provide a description of the suspect

Attempted kidnapping
- Never take steps to physically thwart a kidnap attempt!
- Secure students, staff, and volunteers in classrooms
- **Follow Lockdown procedures – Keep doors closed and locked at all times**
- Notify the office using available systems (cell phone, campus phone #200, radio)
- Account for all children
- Provide a description of the suspect

Serious Injury
- Begin First Aid procedures and/or
- Notify the office using available systems (cell phone, campus phone #200, radio)
- Activate the Emergency Monitoring Systems/call 911
- Send students to neighboring classroom
- Stay with victim until relieved by paramedic or other qualified individual
- Identify a liaison to direct emergency responders to the scene

Death of Student (Off Campus)
- Minimize initial comment to students until all facts are present
- Contact school office for confirmation
- Respect privacy of the victim's family
- Expect support from the district psychological support personnel
- Moderate student discussions using script provide by support personnel
- Notify office if additional support is needed in your classroom or neighboring classroom
- Contact Crisis Response Team for additional support

Death of Student (On Campus)
- Remove students from scene by sending them to a neighboring classroom
- Designate an individual to secure the scene
- Notify office using available systems or through adult runner
- Activate the Emergency Monitoring Systems/call 911
- Remain with victim until relieved by administrative personnel, police, or paramedic
- Minimize initial comment to students
- Expect support from district psychological support personnel
- If needed, moderate student discussion using script provided by support personnel
- Contact Crisis Response Team for additional support

Death of Employee

- Follow same procedure as Death of Student

Fire

- Notify office using fire pull stations or by available systems
- **Follow Evacuation procedures – Evacuate the building**
- Call 911 if safe to do so with specific information

Earthquake

- Begin duck, cover, and hold process
- **Follow Evacuate procedures, Evacuate the building**

Rumors of Trauma, Injury, Accident, or Death

- Seek confirmation from school office
- Minimize comments to students until all facts are known
- Moderate student discussions
- Expect support from district psychological support personnel
- Contact Crisis Response Team for additional support

Altercation between Adults

- Remove students from immediate area
- Close classroom blinds
- Notify the office using available systems (cell phone, campus phone #200, radio)
- Notify 911 depending on the seriousness of the situation

Mountain Lion or Other Major Animal Predator

- Commence Return to Building procedures. Close classroom blinds
- Notify the office using available systems (cell phone, campus phone #200, radio)

Violent Student

- Remove students from immediate area of student misbehavior
- Commence restraint procedures if student is attacking others
- Monitor objects that can be thrown
- Notify the office using available systems (cell phone, campus phone #200, radio)

Student Behavior Crisis

- Remove students from immediate area of student misbehavior or
- Remove disruptive student from peers
- Notify the office using available systems (cell phone, campus phone #200, radio)
- Commence procedures outlined in individual student behavior plan, if available, or
- Rely upon office or designee for next steps

Student Seizure (Medical)

- Be aware of procedures associate with individual
- Clear an area around the student
- Remove students to another area outside the classroom
- Do not restrain
- Contact office
- Activate the Emergency Monitoring System/call 911
- Wait with student
- Debrief – if needed, support personnel from site/district will be available

Student Sign Out Sheet

	Student Name (Last, First)	Signature of Parent/Guardian	Date	Time
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				

SIGNATURE OF AUTHORIZED SCHOOL OFFICIAL _____

DATE _____ TIME _____

Section Five: Other Resources

Child Abuse Reporting

Child Abuse Prevention and Reporting (AR 5141.4)
Reporting Procedures

1. Initial Telephone Report
   Immediately, or as soon as practicably possible after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department, if designated by the county to receive such reports, or county welfare department. (Penal Code 11166)

CSOC/ACCESS
1000 Sunset Blvd., Rocklin CA 95765
(916) 784-6400
When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report
   Within 36 hours of receiving the information concerning the incident, the mandated reporter shall then prepare, and either send, fax, or electronically submit to the appropriate agency, a written follow-up report, which includes a completed Department of Justice form (SS 8572).(Penal Code 11166, 11168)

   The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department.

   Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

   a. The name, business address, and telephone number of the person making the report and the capacity that makes the person amandated reporter
   b. The child's name and address, present location and, where applicable, school, grade, and class
   c. The names, addresses, and telephone numbers of the child's parents/guardians
   d. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information
   e. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child

   The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167). Information relevant to the incident of child abuse or neglect may also be given to an investigator from an agency that is investigating the case. (Penal Code 11167)

3. Internal Reporting
   Employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal or designee as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

   The principal or designee so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms. The mandated reporter shall not be required to disclose his/her identity to the principal. (Penal Code 11166). He/she may provide or mail a copy of the written report to the principal or Superintendent or designee without his/her signature or name. Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

4. Victim Interviews
   Whenever a representative of a government agency investigating suspected child abuse or neglect deems it necessary, a suspected victim may be interviewed during school hours, on school premises, concerning a

report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be given the choice of being interviewed in private or in the presence of any adultschool employee or volunteer aide selected by the child. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

a. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortableas possible.
b. The selected person shall not participate in the interview.
c. The selected person shall not discuss the facts or circumstances of the case with the child.
d. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

5. Release of Child to Peace Officer
When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation. (Education Code 48906). Peace officers shall be asked to sign an appropriate release or acceptance of responsibility form.

6. Parent/Guardian Complaints
Upon request, the Superintendent or designee shall provide parents/guardians with procedures that describe how to report suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is other than English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint to any district employee, that employee shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

Use of School Facilities by Public Agencies for Mass Care and Welfare Shelters during an Emergency (BP/AR 1330)

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community's needs. (Education Code 32282)

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

Discrimination and Harassment Policy

(BP/AR 5145.3)

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.
Regardless of whether a complaint complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited

discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When any verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

School Dress Code Policy

Lincoln High School:

Students dressed inappropriately will be required to change their clothing and given detention. Repeated acts of defiance will result in consequences.

1. Education Code 48900 prohibits bandanas of any color and "do rags" as well as gang related attire. Tagging type markings are not permitted on clothing, backpacks, or school supplies.
2. Pants are to be worn at the waist. No sagging.
3. Underwear is not to be visible – including bra straps and men's undershirts.
4. Bare midriffs are not allowed. All tops must have straps and must cover the chest, midriff, sides, and back. Low cut tops, tube tops, sheet tops, and backless tops (including halter-tops) are not allowed. Wear a cami/tank under sheer shirt or off the shoulder shirts to cover body parts and undergarments. Avoid tight material that inches upward with movement.
5. Shorts must be worn at an appropriate length – no excessively short skirts/shorts are allowed. All bottoms must adequately cover the student's body while sitting or standing.
6. Shoes are to be worn at all times, per state law.
7. Per Board Policy, teachers may require that students remove hats, caps, sunglasses, or other headgear in the classroom. No hoods may be worn in the classroom.
8. Clothing, jewelry, and visible tattoos shall be free of writing, pictures, or any other insignia which are crude, vulgar, profane, or sexually suggestive, or which advocate racial, ethnic, or religious prejudice, or the use of drugs or alcohol. No accessories with spikes may be worn.
9. No visible ear buds or headphones in the classroom.

Twelve Bridges High School:

In collaboration with parents, students, staff, and faculty, TBH remains committed to preparing our students for leadership and professional roles. Therefore, every student and staff should wear appropriate attire to school every day. Guidelines for appropriate dress include the following:

- Clothing that degrades religion, race, or sexual orientation and clothing that promotes alcohol, drug use, violence, offensive language, or gang references is prohibited.
- Undergarments must not be visible; pants must be worn at the waist.
- Clothing may not be transparent (sheer) unless it is worn in combination with other garments that are not transparent.
- Bottoms of tops must be below the belly button and not expose the back.
- All bottoms must adequately cover the student's body while sitting, standing, or in motion.
- Skirts, shorts, or other articles of clothing must cover undergarments.
- Per Board Policy, teachers may require that students remove hats, caps, sunglasses, or other headgear in the classroom. No hoods may be worn in the classroom.
- Earbuds and headphones may not be worn in class without direct permission from teacher.

Students who violate this dress code will be directed to appropriate staff to change their clothing.

Phoenix High School:

Each student must come to school appropriately dressed and attire should not create a disruption to the classroom or program.

- No hats or head coverings, including hooded sweatshirts will be allowed in the classroom.
- Blatant wearing of gang-related attire, including colors and insignias, will not be tolerated.
- No drug/alcohol/tobacco images/advertisements, profanity, or sexually explicit attire is allowed.

Students dressed inappropriately will be required to change their clothing or will be sent home for defiance. Repeated acts of defiance will result in suspension from school. The school loans t-shirts if a student is unable to find acceptable clothing or cannot reach a parent to request a change of clothes.

Education code 48900(m) prohibits bandanas of any color and "do rags" as well as gang related attire. Tagging

type markings are not permitted on clothing, backpacks, or school supplies.

- Each student should come to school neatly and cleanly dressed and groomed.
- Students are NOT permitted to wear clothing that is mutilated, immodest, or excessively revealing. This includes backless tops, bare midriff tops, off-the-shoulder tops, see-through tops, tube-tops, excessively short skirts/shorts.
- Headbands of any type or color are not allowed.
- Shoes are to be worn at all times.
- Hats or head coverings, including sweatshirt hoods, are not to be worn within any school building.
- Underwear is not to be visible.
- No bedtime attire – this includes pajamas, nightgowns, robes, and slippers
- Spiky adornments are not allowed.
- Wallet chains can be no longer than 18 inches.
- Clothing shall not display inappropriate gestures, language, violence, sexual innuendos, drug or alcohol advertisement or content.
- Artwork or lettering on clothing may not promote/advertise illegal activities or display profanity.
- Tattoos that promote/advertise illegal activities, display profanity, gang affiliation, drugs or alcohol may not be visible at any time.
- No apparel, jewelry, wristbands, accessory, notebook, or manner of grooming which, by virtue of its color, arrangement, or trademark, or any other attribute, denotes membership in a group or gang, or which advocates drug use, sexual content or disruptive behavior is allowed.

Per District Policy – Hats are not to be worn indoors. Sweatshirts with hoods may be worn, but the hoods must be completely off the student's head.

Glen Edwards Middle School

The purpose of the Dress Code is to prevent disruption of the learning environment and minimize the distraction of other students. Students wearing clothing that is inappropriate based on the listed criteria will be subject to disciplinary action:

1. Clothing or accessories that have reference to sex, objectify women (i.e. Fatal shirts), drugs, tobacco, alcohol, weapons, violence, or gang activity may NOT be worn.
2. Sagging pants/shorts larger than one size are not permitted.
3. Gang-associated dress or accessories may NOT be worn.
4. Clothing must completely cover all underwear, bra straps, and cleavage. Sheer items that show any undergarments are also not permitted. Sports bras are still considered underwear.
5. Strapless tops, spaghetti straps, or other straps less than 2" wide, low-cut tops, and clothing that show bare midriffs may NOT be worn.
6. Shorts and dresses must measure to the end of the fingers.
7. Frayed holes in jeans must be below the end of the fingers.
8. No racerback tops allowed.
9. Pajamas may NOT be worn.
10. Shoes must be worn on school grounds at all times. Slippers are only allowed during designated Spirit days.
11. Hoods must be removed when inside buildings.
12. Jewelry that is deemed offensive or unsafe (sharp edges, spiked tips, etc.) to either the wearer or other students is not allowed and must be removed or safely covered when asked.
13. No headwear allowed except those sold by GEMS or LHS.

The administration reserves the right to decide the appropriateness of the student's attire and to review and change the dress code to ensure a productive and safe learning environment as necessary. If a student's articles of clothing, jewelry, or accessories violate the dress code or in some other way cause disruption to the learning environment, they will be asked to change into a school loaner outfit for the remainder of the day (or until suitable clothes arrive from home). Repeated offenses will result in the following disciplinary action:

- 1st Offense – Student is sent up to the office to change into loaner, and clothes are returned to the students at the end of the school day.
- 2nd Offense – Student up to the office to change into loaner, parents are notified, clothes are returned to student at the end of the school day, and an Administrative Lunch Detention is assigned.
- 3rd Offense – Same as above, but a referral is assigned (consequence depends on prior offenses).

Twelve Bridges Middle School:

The purpose of the Twelve Bridges Middle School Dress Code is to set a tone of academic and behavioral excellence for our students. Adhering to the TBMS Dress Code helps promote the safety of our students and fosters a positive learning environment on our campus. The expectation of the administration and staff is that each student will follow the dress code during school hours, athletic events, field trips, activity days, dances, assemblies, and performances. The responsibility for the dress and grooming of a student rests primarily with the student and his or her parents or guardians.

Students in violation of the TBMS dress code will be required to change into their PE clothes. Students will not be allowed to attend class until the dress code violation has been corrected. Students will only be allowed to call home for a change of clothes as a last resort. In addition, a violation of the dress code may result in a school detention and repeat violations of the dress code may result in an Administrative Referral and/or suspension.

1. Shoes must be worn at all times.
2. Clothing must be free of references to alcohol, drugs, gangs, violence, bigotry, or sexual connotation. No gang-associated colors or symbols are allowed on the TBMS campus.
3. Clothing must not expose the midsection or underclothing. Tops may not be low-cut in the front or back. Length of untucked shirts must cover the waistband of shorts, skirts, pants, or dresses.
4. Body piercings, deemed a distraction by the administration, are not allowed.
5. Students shall NOT wear articles of clothing, jewelry, or accessories that promote or represent references to alcohol, drugs, gangs, violence, bigotry, or sexual connotation. Clothing, jewelry, or accessories that might disrupt school activities or could pose a threat to the physical well-being or safety of students or others is strictly prohibited on the TBMS campus.
6. No bra or bralette straps may be exposed or visible.
7. Off the shoulder shirts are not allowed.
8. Cut out shoulders and/or shoulder straps on all shirts or dresses must have a minimum width of two fingers.
9. Tank tops are allowed, but shoulder straps must have a minimum width of two fingers.
10. Students may wear pants only one size larger than their waist size – no sagging.
11. Students may wear shirts only one size larger than their regular shirt size.
12. Shorts and skirts shall be no shorter than a 4" inseam. Any shorts or skirts deemed inappropriate by the administration will not be allowed on campus regardless of length.
13. Holes in pants or any "skin exposing" fraying of the jeans or shorts shall be below the 4" inseam requirement for shorts/skirts.
14. Tights, leggings, yoga pants, and other sheer varieties of clothing must be covered by length appropriate shorts.
15. Belts must fit students and be contained in the belt loops. No hanging belts or wallet chains.
16. Hats may be worn at school, but must be worn facing front. Hats may not be work to the side, sideways, or backwards at any time. Teacher discretion will be used for wearing hats inside the classroom.
17. Pajamas are not to be worn at school unless it is a designated Spirit day.
18. Blankets and pillows are not allowed at school.
19. Any hair colors that are deemed a distraction by administration are not allowed.
20. Clothing deemed inappropriate by administration will not be allowed.

All other school sites do not have a formal School Dress Code Policy.

Section Six: Site Personnel Information

Section Seven: Site/DO Safe School Plan Data/Goals

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Approve Agreement between PlayOn! Sports and Western Placer Unified School District

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent, Business and Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
None

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The attached Agreement between Western Placer Unified School District and PlayOn! Sports is to broadcast regular season events at Lincoln High School (LHS) and Twelve Bridges High School (TBHS). PlayOn! Sports will provide five cameras (three at LHS and two at TBHS) at no cost to the District. The contract states services would begin August 1st following the effective date but once installed would be available for broadcasting immediately. The contract will continue for five complete school years and will auto-renew unless notified of cancellation at least 90 days before the date of contract termination. If District elects to remove cameras prior to the expiration of the initial five years, the District will be charged $2,500 per camera.

RECOMMENDATION:

Administration recommends the Board approve the agreement between PlayOn! Sports and Western Placer Unified School District.

SCHOOL BROADCAST PROGRAM

School District Pixellot Use Agreement (Install Included)

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

Effective Date: 10/31/2021

This One-Time Fee Agreement (our "Agreement") will serve as confirmation of the involvement of **Western Placer Unified School District** ("DISTRICT" or "School") in the *NFHS Network* School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn"). Upon execution of the Agreement, School and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement. For the sake of clarity, "DISTRICT" may refer throughout the Agreement to the school district itself, one or more of DISTRICT high schools, or both.

PlayOn will provide FIVE (5) units of hardware and software ("Pixellot Systems") for DISTRICT's use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

a. Pixellot camera head
b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
c. Cat6 ethernet cables to connect workstation to camera head and provide camera power (1)
d. Pixellot automated production software for all supported sports; new sports are added as released
e. Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
f. Protective cabinet for workstation, if needed
g. Software upgrades (while the Agreement is in effect)
h. Point-to-point wireless internet base station (if DISTRICT does not have hard-line internet available at Pixellot venue)
i. **Installation of the Pixellot Systems will be provided by PlayOn**

(1) See *Installation of Pixellot Systems* in **Terms and Conditions** for additional information cabling provided by PlayOn

Pricing for the Agreement†:

Description	Price
One-time Installation Fee	-
Extra Accessories (if applicable)	-
TOTAL DUE	**$0.00**

Pixellot Systems will be installed at the following DISTRICT venues:
At each DISTRICT high school (School, or collectively, Schools), a Pixellot System will be installed in the main basketball gym and in the football stadium, and at Lincoln HS Aux gym.

1. Lincoln HS
2. Twelve Bridges HS

PlayOn provides the following additional software and services:

a. A branded School video portal on www.nfhsnetwork.com
b. PlayOn proprietary software (*NFHS Network Console)* for the complete management of School-based events including scheduling, event information, and event availability. The cost of the annual software license for the PlayOn Software (*Console*) is waived as part of the Agreement.
c. E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events ("Consumer Subscription Plan")
d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
e. Standard on-call customer support, account management, training, software updates, software support, and software licenses.

Broadcast Rights and Event Content:

Regular Season Event Broadcasts.
DISTRICT agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). DISTRICT has the right to determine on-demand availability of regular season events through "blackout windows." DISTRICT also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. DISTRICT will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities; provided that DISTRICT may allow student-led groups to live broadcast regular season sports

events ("School Co-Broadcasts") as part of a broadcast media curriculum program. For the sake of clarity, events selected by a School or School Co-Broadcasts will also be broadcasted on the NFHS Network via the Pixellot Systems.

Television Broadcasts. DISTRICT may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating the Agreement. For the sake of clarity, School shall also broadcast via the Pixellot Systems on the NFHS Network any regular season event that is broadcast on linear television by a third party.

Postseason Event Broadcasts. DISTRICT agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot System installed in the venue where the event takes place; provided that State Association is a participating member of the NFHS Network ("NFHS Network State"). State Association rights fees for State Postseason events broadcast via the Pixellot System at DISTRICT venues will be waived in NFHS Network States. For DISTRICTS located in non-NFHS Network States, all broadcasting of State Postseason events must be done within State Association media policies and DISTRICT is solely required to obtain required permissions and pay any rights fees to the State Association.

Practices. DISTRICT may use the Pixellot Systems to schedule and record practices for internal use by DISTRICT. DISTRICT must manually schedule all practice sessions and events will be marked as "private" and not available for viewing by consumers.

Content Ownership, License, Syndication and Approvals. DISTRICT hereby grants PlayOn an exclusive, worldwide, fully-paid-up, royalty-free, sub-licensable (directly or through multiple tiers), transferrable and irrevocable license to reproduce, perform, transform and distribute the content recorded via the Pixellot Systems (the "Content") in any medium (the "Content License"). The Content License is exclusive, except that the DISTRICT has the right to download DISTRICT -produced events and upload the Content into a game-film-analysis platform for use by coaches, provided that the Content is not generally available to consumers. Subject to the Content License, the Content is the exclusive property of the DISTRICT and the DISTRICT reserves all rights therein.

The Content License includes the right to syndicate the Content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the Content through all derivative works that incorporate the full-length event.

DISTRICT shall be solely responsible for all Content, to secure any and all releases, consents, waivers and other necessary rights from any third parties (including students and, to the extent required by law, their guardians) and complying with all applicable laws, including those regarding collection and distribution of the Content. DISTRICT agrees that all Content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of DISTRICT, PlayOn will remove DISTRICT produced events on a School video portal. Parties agree that Pixellot System will not be turned on except for scheduled events and required system maintenance.

Consumer Subscription Platform. All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At DISTRICT's discretion, DISTRICT may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and, during the Term, on-demand event availability. PlayOn will notify school in writing of any such modifications.

DISTRICT-sold Sponsorships. DISTRICT may include sponsorship elements within the broadcast of DISTRICT events in its School video portals. School keeps 100% of all sponsorship sales made by School from local sponsors.

Network Advertising. PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to the then-current *NFHS Network Commercial Materials Guidelines (the "Guidelines")*, a current copy of which is attached as **Exhibit B**; provided that DISTRICT shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the School video portal, that is inconsistent with DISTRICT standards for appropriateness for viewing by the school district's student population.

Third Party Relationships. Any third-party relationships DISTRICT develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of DISTRICT. PlayOn assumes no responsibility whatsoever for (and shall have no liability for) any third-party relationships DISTRICT enters into.

Data Privacy. DISTRICT acknowledges that PlayOn will not have access to any "student information," "directory information," "personally-identifiable information," student records," "student-generated content" or "education records" (each as defined by the Family Education Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, other than, to the extent included in the Content as applicable: (a) student images; (b) student names; and (c) any other information provided by DISTRICT in the format of audio commentary (the "Included Data"). DISTRICT acknowledges that the Included Data is only included in the Content to the extent permitted by the DISTRICT and to the extent publicly broadcasted at the event contained within the Content. PlayOn shall not have access to any other information regarding any DISTRICT students and does not store any information regarding DISTRICT students that is not Included Content meant for public consumption through the NFHS Network and other customer-facing applications. PlayOn shall be responsible to comply with all applicable laws, including but not limited to FERPA and any state-specific laws regarding Included Data and the collection, storage and distribution thereof, but subject to DISTRICT's responsibilities under "Content Ownership, License, Syndication and Approvals" set forth above. In furtherance of the foregoing, PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure that comply with FERPA and any state-specific laws, and will notify the DISTRICT following PlayOn's becoming aware of any such unauthorized access, destruction, use, modification or disclosure of Included Data. PlayOn will not use the Included Content for any purpose other than as contemplated by this Agreement and PlayOn will, upon DISTRICT's written request at any time, permanently delete any Included Content.

To the extent DISTRICT requires that PlayOn execute any amendment or addendum to this Agreement governing the rights and obligations of Included Data, the Parties agree that this provision shall supersede such amendment or addendum and shall contain the sole obligations of PlayOn with respect to Included Data.

Consent to Receive Electronic Communications. During the Term, PlayOn will send updates and alerts related to the Pixellot Systems via SMS text message (the "Notifications") to the individuals listed on the Primary Contact Information chart attached hereto and any other employee or agent of DISTRICT that DISTRICT elects to receive the Notifications (together, the "Notification Contacts"). DISTRICT hereby represents and warrants to PlayOn that the DISTRICT and each Notification Contact (i) has read PlayOn's privacy policy (found at https://www.nfhsnetwork.com/privacypolicy) and understands the privacy policy, the types of information being collected and PlayOn's use of the information being collected and (ii) expressly consents to receive the Notifications.

Terms and Conditions

1. **Term of Contract**. This Agreement is effective as of the Effective Date and continues for five (5) complete school years, beginning on the August 1 that follows the Effective Date (the "Initial Term") unless earlier terminated as provided herein.

   If DISTRICT elects to terminate the Agreement at any time before the end of the Initial Term, DISTRICT shall pay a fee ("Early Termination Fee") to PlayOn in the amount of two thousand-five hundred dollars ($2,500) per Pixellot System. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems covered by this Agreement by two thousand-five hundred dollars ($2,500). DISTRICT acknowledges that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

   After the Initial Term, the Agreement will remain in effect until terminated as provided herein (the Initial Term plus any extension thereof being the "Term"). DISTRICT has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination. No additional fee will be due if this Agreement is terminated following the Initial Term.

   PlayOn may terminate this Agreement and remove the Pixellot Systems immediately if DISTRICT has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's delivery to DISTRICT of written notice of the breach; provided that DISTRICT will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, DISTRICT has the right to terminate the Agreement and PlayOn will remove the Pixellot Systems at its own expense.

   PlayOn acknowledges and understands that DISTRICT's athletic program, and accordingly its ability to fulfill its obligations under this Agreement, is subject to the rules and regulations of its state high school athletic association, its state department of education, and its state government (collectively "Governing Authority"). DISTRICT shall not be penalized in any way for failing to fulfill any obligations under this Agreement if interscholastic athletics are prohibited from being conducted or are otherwise limited or restricted by order or rule of any Governing Authority. In the event that DISTRICT is unable to conduct interscholastic sports for a period of time ("Sports Delay") due to restrictions imposed by a Governing Authority, then the number of days of the duration of the Sports Delay will be added on to the end of the Initial Term.

2. **Payment Terms.** Payment is due thirty (30) days after DISTRICT receives the Pixellot System, if applicable.

3. **Internet Connectivity.** DISTRICT must provide sufficient hardline internet connectivity and the required network configurations (provided in **Exhibit A**) for each Pixellot System to allow live broadcasts. PlayOn will provide the point-to-point wireless internet base station ("Point to Point") when needed to deliver hardline internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that DISTRICT requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then DISTRICT must provide and install the Point to Point system at its own expense.

4. **Software License.** During the Term of this Agreement, PlayOn grants DISTRICT a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record Content from DISTRICT events for distribution to viewers solely on the NFHS Network. DISTRICT shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than DISTRICT pages on the NFHS Network video portal (*www.nfhsnetwork.com*). DISTRICT agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, DISTRICT agrees not to reproduce the Software or PlayOn's intellectual property. DISTRICT acknowledges that the Pixellot Systems include embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and DISTRICT agrees to comply with all such terms. The Pixellot EULA will be provided at the DISTRICT's request.

5. **Site Survey Collection.** PlayOn will provide DISTRICT with a form to collect information for each School venue at which a Pixellot System will be installed ("Site Survey"). DISTRICT agrees to complete all Site Surveys within seven (7) days of Effective Date of Agreement. Pixellot Systems will not be shipped to DISTRICT until DISTRICT completes all Site Surveys.

6. **PlayOn Installation of Pixellot Systems.** PlayOn will perform the installation of the Pixellot Systems and will coordinate with DISTRICT to schedule the installation work ("PlayOn Installation"). PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that DISTRICT requires special cabling for any reason, then special cabling must be provided at the sole expense of DISTRICT. DISTRICT agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place If DISTRICT needs to reschedule or cancel a PlayOn Installation, DISTRICT must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to DISTRICT.

   DISTRICT agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet DISTRICT requirements for entry to school venues. For the sake of clarity, DISTRICT agrees that PlayOn is not required to work with any service providers that may be under agreement with DISTRICT for facilities or IT work.

   DISTRICT agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.

7. **Receipt of Goods.** Upon delivery of the Pixellot Systems, DISTRICT will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components. DISTRICT agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer.

8. **Revenue Sharing.** DISTRICT will receive ten percent (10%) of the Net Revenue ("Revenue Share") for Monthly subscription passes attributed to DISTRICT's Pixellot System-produced content. "Net Revenue" means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

   PlayOn will offer "discounted" Annual (12 month) subscription passes for sale on School event pages and on custom School landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of the Annual subscription pass. Annual subscription passes will have a base cost ("Annual Base Cost") and a price point ("Annual Price"), both set by PlayOn. School will receive one hundred percent (100%) of the difference between the Annual Price and the Annual Base Cost.

9. **Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of refunds. If DISTRICT produces regular season content on an alternative streaming platform in violation of this Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to DISTRICT. PlayOn will calculate the funds to be disbursed to DISTRICT on a quarterly basis on the following dates: October 31st, January 31st, April 30th, and July 31st. Funds will be disbursed to DISTRICT within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. DISTRICT must earn a minimum of $50 in aggregate Revenue Share proceeds within a school year to receive a check.

10. **Ownership and Return of the Pixellot Systems.** PlayOn is providing the Pixellot Systems for DISTRICT use during the Term in the venues specified herein. DISTRICT may not move a Pixellot System from where it was installed without the express written consent of PlayOn. PlayOn is not selling the Pixellot Systems to DISTRICT. The Pixellot Systems will remain PlayOn's property and PlayOn may remove the Pixellot Systems from DISTRICT if this Agreement terminates for any reason or if DISTRICT fails, in any nine (9) month period, to create any Content via a Pixellot System for distribution on the NFHS Network. DISTRICT shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.

11. **Maintenance of Units.** PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all Software. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide DISTRICT with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken Pixellot Systems during the Initial Term. For purposes of clarification, PlayOn is not obligated to replace any broken Pixellot Systems after the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by DISTRICT.

12. **Providing of Sports Schedules.** DISTRICT is required, prior to 60 days before the start of a sport season, to provide PlayOn the game schedules (in a mutually acceptable format) for all teams in all sports that occur in the venue where the Pixellot System is installed. PlayOn will be responsible for the initial data entry of all game schedules in the event that DISTRICT does not elect to do so. In event of a known change of schedule to an event, DISTRICT will make the required changes.

    If DISTRICT's game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), DISTRICT agrees that PlayOn may collect DISTRICT's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through DISTRICT's Pixellot System(s). DISTRICT will facilitate PlayOn's access to DISTRICT's game schedule on any such third-party platform.

13. **Marketing.** DISTRICT agrees that PlayOn may market DISTRICT's events on third party platforms or websites (e.g. Arbiter, rSchoolToday, MaxPreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.

14. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all losses, liabilities, costs, and expenses including reasonable attorney's fees, in connection with claims brought by a third party against the Indemnified Party established by judgment or alternative resolution award, to the extent arising from (a) any violation of applicable law by the indemnifying party or its employee, agent, or other

representative; (b) the gross negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.

15. **Indemnification for IP Infringement.** PlayOn shall indemnify DISTRICT against any third-party claim that DISTRICT's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems; provided that, PlayOn shall have no obligation under this section with respect to any claim based upon or arising from: (a) modification of the Pixellot Systems in any manner not expressly permitted by PlayOn; (b) any use of the Pixellot Systems outside the scope of the license granted in, or contrary to, the provisions of, this Agreement or the EULA; (C) the combination of the Pixellot Systems with any other service or product not authorized by PlayOn or Pixellot; or (D) broadcasting the Content without a license, right or title to do so.

16. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**. THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO DISTRICT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO DISTRICT UNDER THIS AGREEMENT. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY SCHOOL FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

17. **Relationship of the Parties.** Each Party shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.

18. **Assignment**. This Agreement may not be assigned by either Party without the prior consent of the non-assigning Party.

19. **Entire Agreement; Modification.** This Agreement constitutes the entire understanding between the parties. It supersedes and replaces any and all previous representations, understandings, and agreement, written or oral, relating to the subject matter. There shall be no oral alteration or modification of this Agreement; the Agreement and its terms may not be modified or changed except in writing, approved and signed by both Parties.

20. **E-Verify**. PlayOn acknowledge that immigration laws require it to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program).

21. **Proof of Insurance**. During the Term, PlayOn shall maintain, and (upon DISTRICT's written request) provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of PlayOn, its employees or agents. The general liability insurance shall be at least in the amount of $1,000,000 per incident and a $2,000,000 aggregate.

22. **Governing Law and Venue**. This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State in w which the DISTRICT resides. Any action at law or judicial proceeding instituted for the enforcement of this Agreement shall be instituted only in the state courts of the State and county in which the DISTRICT resides.

23. **Counterparts.** This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

24. **Waiver.** The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either party's delay in the exercise of any such rights or remedies, shall not release the other Party from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of such Party to insist upon strict performance of this Agreement.

25. **Compliance with Applicable Laws; Sovereign Immunity.** Each Party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity, if any, for which the DISTRICT may benefit.

[Signatures on Next Page]

SCHOOL BROADCAST PROGRAM

Complete the information below and fax entire document to 404.920.3199

Signed: Date: 11/18/21

Mark Rothberg
Vice President, DISTRICT Broadcast Program
PlayOn! Sports

Accepted by School:

Signature: Audrey Kilpatrick

Name: Audrey Kilpatrick

Title: Asst. Supt. Business & Operations

Email: akilpatrick@wpusd.org

School: Western Placer Unified School District

Primary Contact: TBHS – Mike Maul LHS – Jennifer Hladun

Email: TBHS – mmaul@wpusd.org LHS – jhladun@wpusd.org

Mobile Number: TBHS – LHS –

Bookkeeper: WPUSD – Business Office - Carrie Carlson

Email: ccarlson@wpusd.org

Phone Number: 916-645-6350

IT/Network Contact: Tsugu Furuyama

Email: tfuruyama@wpusd.org

Phone Number: 916-434-3737

Shipping Address for Pixellot Systems: [ ] School Address OR [X] Different Address (write below)

810 J Street – Suite 200
Lincoln CA 95648

Subscription Revenue Check Made Out to: TBHS– Twelve Bridges High School/WPUSD LHS – Lincoln High School/WPUSD

PIX-SUB-ROTF-INST

SCHOOL BROADCAST PROGRAM

PIXELLOT VENUE INFORMATION

YES [ ]	NO [X]

Does your school have a lift that the NFHS Network installer can use for installation?

Please fill out the information below for ALL venues where a Pixellot System will be installed.

	Type of venue *(select from drop-down)*	Name of venue *(e.g. Aux Gym, Soccer Field)*	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?
1	Gym	TBHS GYM, LHS GYM	Indoor		
2	Aux Gym	LHS AUX GYM	Indoor		
3	Stadium	TBHS STADIUM LHS STADIUM	Outdoor		
4	Gym		Indoor		
5	Stadium		Outdoor		

INSTALLER INFORMATION

Who will be performing your installation? Please provide their contact information below.

Installer Name: Pixelot Installed

Installer Phone: _____

Installer Email: _____

[Agreement Continues on Next Page]

TEAM-TO-VENUE MAPPING

Use the tables below to indicate which sports teams play at each Pixellot venue (check all that apply). Please fill out for ALL Pixellot venues.

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

School agrees that the team-to-venue mapping information provided above is accurate to the best of School's knowledge: **YES** [ ]

EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

To stream with the Pixellot Systems, the following network requirements must be met:

Whitelist all **outbound** HTTP/S traffic to **pixellot.tv**.

No inbound firewall rules are required. No services will ever connect directly to the host.

However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

Port #	Protocol	Purpose	Application
1935	TCP	Video streaming	RTMP
443	TCP+UDP	Remote Management	https, agent
123	TCP+UDP	Clock synchronization	NTP-clock sync
80	TCP	Event control (stop / start)	RabbitMQClient (Coordinator in Production/Necessary for Graphics)
2077 **2088**	UDP	Video streaming	ZIXI broadcaster
53	TCP+UDP	DNS Name management	
1401 **1402** **1403**	TCP	Sportzcast (Score data integration tool)	

Network Configuration to Watch Video

Open all TCP traffic on ports 80 and 443 for nfhsnetwork.com and all subdomains.

Open all TCP traffic on ports 80 and 443 for w.sharethis.com.

Additional Note:

You may need to disable any content filters or filtering applications for the VPU's IP address.

EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.

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:

John Adams Academies Inc. Charter Schools
2020-21 Consolidated Financial Statements
with Auditor's Report

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent
Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 21, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

Western Placer Unified School District, as the sponsoring authority for John Adams Academy Charter School, is responsible for fiscal oversight. Accordingly, their annual consolidated financial statements and audit report are provided for your review and approval. Gilbert Associates, Inc. prepared the annual audit report of John Adams Academies Inc. Charter Schools for the fiscal year ended June 30, 2021.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the consolidated financial statements and audit report.

JOHN ADAMS ACADEMIES, INC.

JOHN ADAMS ACADEMY - Roseville
Charter School # 2061

JOHN ADAMS ACADEMY – Lincoln
Charter School # 1715

JOHN ADAMS ACADEMY – El Dorado Hills
Charter School # 1880

CONSOLIDATED FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT

YEARS ENDED
JUNE 30, 2021 AND 2020

GILBERT
Relax. We got this.℠

JOHN ADAMS ACADEMIES, INC.

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JUNE 30, 2021 AND 2020

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
John Adams Academies, Inc.
Roseville, California

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of John Adams Academies, Inc., a California non-profit public benefit corporation, and affiliates (collectively, the Organization), which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

2880 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Phone 916.646.6464 • Fax 916.929.6836 • GilbertCPA.com

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2021 and 2020, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying Supplementary Information, as listed in the Table of Contents, as required by the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, and as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 30, 2021, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Gilbert CPAs

GILBERT CPAs
Sacramento, California

November 30, 2021

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

	2021	2020
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 4,533,504	$ 6,099,491
Accounts receivable	8,526,428	2,909,062
Contributions receivable	-	400,000
Cash with fiscal agent	2,739,108	4,161,114
Prepaid expenses and deposits	112,344	103,669
Right-of-use assets – financing leases, current	6,186	-
Right-of-use assets – operating leases, current	190,212	-
Total current assets	16,107,782	13,673,336
NON-CURRENT ASSETS:		
Deposits	27,619	14,639
Cash with fiscal agent	5,994,350	13,633,968
Property and equipment, net	68,610,039	61,609,883
Right-of-use assets – financing leases, net	34,456	-
Right-of-use assets – operating leases, net	1,869,353	-
TOTAL ASSETS	$ 92,643,599	$ 88,931,826
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 941,952	$ 963,579
Accrued interest	1,038,607	1,043,430
Accrued expenses	1,054,326	749,819
Refundable advance	13,473	-
Debt, current	985,000	758,344
Lease liabilities - finance leases, current	5,657	-
Lease liabilities - operating leases, current	155,515	-
Total current liabilities	4,194,530	3,515,172
LONG-TERM LIABILITIES:		
Debt, net	76,295,528	77,031,773
Paycheck Protection Program loan	2,314,200	2,314,200
Lease liabilities - finance leases, net	35,384	-
Lease liabilities - operating leases, net	2,057,516	-
TOTAL LIABILITIES	84,897,158	82,861,145
NET ASSETS:		
Without donor restrictions	6,876,956	3,693,145
With donor restrictions	869,485	2,377,536
Total net assets	7,746,441	6,070,681
TOTAL LIABILITIES AND NET ASSETS	$ 92,643,599	$ 88,931,826

The accompanying notes are an integral part of these consolidated financial statements.

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
NET ASSETS WITHOUT DONOR RESTRICTIONS:		
REVENUES:		
Federal revenue	$ 1,204,121	$ 374,878
State revenue:		
State aid portion of general purpose funding	11,528,380	9,248,148
Lottery revenue	459,639	373,112
All other state revenue	1,080,171	17,993
Local revenue:		
Cash in-lieu of property taxes	14,844,812	11,083,166
Contributions and other local revenue	316,782	593,515
Net assets released from restrictions	5,405,338	2,006,543
Total revenues	34,839,243	23,697,355
EXPENSES:		
Program services:		
Educational programs	28,601,435	22,415,848
Supporting services:		
Management and general	3,052,137	2,252,042
Fundraising	1,860	16,304
Total expenses	31,655,432	24,684,194
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	3,183,811	(986,839)
NET ASSETS WITH DONOR RESTRICTIONS:		
Restricted contributions	-	2,320,000
Restricted state entitlements	3,897,287	1,880,583
Net assets released from restrictions	(5,405,338)	(2,006,543)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	(1,508,051)	2,194,040
INCREASE IN NET ASSETS	1,675,760	1,207,201
NET ASSETS, Beginning of year	6,070,681	4,863,480
NET ASSETS, End of year	$ 7,746,441	$ 6,070,681

The accompanying notes are an integral part of these consolidated financial statements.

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021

	Program Services	Supporting Services		
	Educational programs	Management and general	Fundraising	Total expenses
Certificated salaries	$ 11,348,716	$ 730,119	$ -	$ 12,078,835
Classified salaries	3,002,037	1,295,998	-	4,298,035
Employee benefits	3,334,921	464,619	-	3,799,540
Interest expense	3,644,675	-	-	3,644,675
Professional and consulting fees	2,048,316	229,497	1,860	2,279,673
Depreciation and amortization	2,233,472	15,275	-	2,248,747
Books and supplies	1,188,945	30,217	-	1,219,162
Operations and housekeeping	668,105	-	-	668,105
Rent, leases, and repairs	273,856	211,835	-	485,691
Communications and technology	353,767	18,669	-	372,436
Insurance	174,554	19,725	-	194,279
Professional development	112,573	19,546	-	132,119
Food	49,732	-	-	49,732
Travel and conferences	18,566	15,208	-	33,774
Dues and memberships	21,997	1,400	-	23,397
Field trips	5,605	-	-	5,605
Subcontracted services	1,294	-	-	1,294
Other operating expenses	120,304	29	-	120,333
Total expenses	$ 28,601,435	$ 3,052,137	$ 1,860	$ 31,655,432

The accompanying notes are an integral part of these consolidated financial statements.

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2020

	Program Services	Supporting Services		
	Educational programs	Management and general	Fundraising	Total expenses
Certificated salaries	$ 8,790,379	$ 181,204	$ -	$ 8,971,583
Classified salaries	2,785,742	1,130,219	-	3,915,961
Employee benefits	2,623,071	289,981	-	2,913,052
Interest expense	2,446,257	212	-	2,446,469
Professional and consulting fees	1,528,187	402,606	1,825	1,932,618
Depreciation and amortization	1,410,149	15,462	-	1,425,611
Books and supplies	907,492	39,484	14,479	961,455
Operations and housekeeping	651,993	-	-	651,993
Rent, leases, and repairs	461,931	65,115	-	527,046
Communications and technology	269,345	44,886	-	314,231
Insurance	130,239	28,333	-	158,572
Professional development	114,050	27,027	-	141,077
Food	141,724	107	-	141,831
Travel and conferences	57,833	23,619	-	81,452
Dues and memberships	21,868	2,052	-	23,920
Field trips	72,313	-	-	72,313
Subcontracted services	3,275	1,400	-	4,675
Other operating expenses	-	335	-	335
Total expenses	$ 22,415,848	$ 2,252,042	$ 16,304	$ 24,684,194

The accompanying notes are an integral part of these consolidated financial statements.

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase in net assets	$ 1,675,760	$ 1,207,201
Reconciliation to net cash used by operating activities:		
Depreciation and amortization	2,248,747	1,425,611
Amortization of debt issuance costs and bond premium/discount	48,755	67,759
Reduction in carrying amount of right-of-use assets - operating leases	176,708	
Loss on disposal of fixed assets	49,922	-
Contribution of property	-	(1,920,000)
Changes in:		
Accounts receivable	(5,617,366)	(1,722,197)
Contributions receivable	400,000	(400,000)
Prepaid expenses and deposits	(21,655)	(51,217)
Accounts payable	(34,235)	292,505
Accrued interest	(4,823)	470,746
Accrued expenses	304,507	455,529
Refundable advance	13,473	-
Lease liabilities - operating leases	(23,242)	-
Net cash used by operating activities	(783,449)	(174,063)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(9,283,457)	(23,749,831)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from debt borrowings	200,000	39,326,629
Bond issuance costs paid	-	(689,107)
Principal payments on debt	(758,344)	(1,138,341)
Principal payments on finance lease liabilities	(2,361)	-
Net cash provided (used) by financing activities	(560,705)	37,499,181
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(10,627,611)	13,575,287
CASH AND CASH EQUIVALENTS, Beginning of year	23,894,573	10,319,286
CASH AND CASH EQUIVALENTS, End of year	$ 13,266,962	$ 23,894,573
CASH AND CASH EQUIVALENTS	$ 4,533,504	$ 6,099,491
CASH WITH FISCAL AGENT	8,733,458	17,795,082
TOTAL	$ 13,266,962	$ 23,894,573
NONCASH INVESTING AND FINANCING ACTIVITIES:		
Property and equipment financed through accounts payable	$ 12,608	$ 84,987
Right-of-use asset acquired through finance lease liability	$ 43,402	$
Right-of-use asset acquired through operating lease liability	$ 579,004	$
Donated property	$	$ 1,920,000
CASH PAID FOR INTEREST (Net of capitalized amount)	$ 3,510,981	$ 1,854,724

The accompanying notes are an integral part of these consolidated financial statements.

1. OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

John Adams Academies, Inc. (the Organization), a California non-profit public benefit corporation, was incorporated on February 19, 2010 and is organized to manage, operate, guide, direct, and promote California public charter schools. The Organization is funded principally through State of California public education monies received through the California Department of Education (CDE). A Board of Directors, consisting of five board members, governs the Organization.

Charters granted to the Organization include three schools: John Adams Academy - Roseville (JAA-ROSEVILLE), charter number 2061; John Adams Academy – Lincoln (JAA – LINCOLN), charter number 1715; and John Adams Academy – El Dorado Hills (JAA – EDH), charter number 1880. Charters are granted to each school for up to five years with an opportunity to request a renewal.

The charter for JAA-ROSEVILLE was originally approved by Loomis Union Elementary School District ("LUSD")(the Sponsoring District) in 2010 and received two subsequent renewals. The most recent renewal for a five-year term extended through June 30, 2020. AB 1507 eliminated the ability of a charter school to be located in a site outside the attendance boundaries of its authorizing district. Since JAA-ROSEVILLE was located outside of the boundaries of LUSD, in neighboring Roseville, the Organization submitted a new charter petition to Roseville Joint Union High School District ("RJUHSD") to transfer authorization of the existing charter school (John Adams Academy, charter #1169) from Loomis USD to RJUHSD, and to change the name from John Adams Academy to John Adams Academy – Roseville (Charter #2061). The charter for JAA-ROSEVILLE was approved by Roseville Joint Union High School District (Sponsoring District) for a five-year term Effective July 1, 2019 through June 30, 2024. The Board voted to close the John Adams Academy charter #1169 effective September 1, 2019 as per the process detailed in the charter. Net assets from charter #1169 were transferred to the new charter, #2061, at dissolution. John Adams Academy – Roseville (Charter #2061) become operational effective July 1, 2019 with the first day of instruction being August 12, 2019.

The charter for JAA-LINCOLN was originally approved by Western Placer Unified School District ("WPUSD")(Sponsoring District) in 2014 for a five-year term through June 30, 2019. On March 5, 2019 WPUSD approved the renewal of JAA-LINCOLN for a five-year term effective July 1, 2019 through June 30, 2024.

The charter for JAA-EDH was approved by El Dorado County Office of Education ("EDCOE") (the Authorizer) on February 28, 2017 for a three-year term effective July 1, 2017 through June 30, 2020. On December 13, 2019 EDCOE approved the renewal of JAA-EDH for a five-year term effective July 1, 2020 through June 30, 2025.

The charters could be revoked by the Sponsoring Districts or Authorizer for material violations of the charter, failure to meet pupil outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. By statute all sponsoring districts receive up to 1% of the annual charter revenue for actual costs incurred related to supervisory oversight.

The Organization has established an internal operating division, the Non-Profit Services Division ("NSD"), to account for and administer the operation of the non-profit organization and the Organization's administration and funding of the operation of the Organization's various Academies ("Academies"). Neither NSD nor any Academy is a separate legal entity; each of them is an

operating division of the Organization. NSD and the Academies operate under the direction and supervision of the Organization's Board of Directors (the "Board"). NSD is administered by an Executive Director who supervises an Academic Services Team and a Support Services Team. The Academic Services Team oversees and supports the academic operation of the Academies. The Support Services Team oversees the non-academic operation of the Academies. Each Academy campus has an on-site support services team which reports to the NSD Support Services Team and the Academy Headmaster. NSD administers the funds of each Academy to facilitate uniform compliance with financial accounting, audit and reporting requirements throughout the Organization.

In addition to managing school operations, John Adams Academies Inc. controls two affiliated organizations that were created to facilitate financing of certain school facilities and support development of charter schools. The facilities are owned and managed by two single-member limited liability companies: JAA El Dorado Hills Holdings, LLC (EDH LLC) and JAA Lincoln Holdings, LLC (LINC LLC). For financial reporting purposes, EDH LLC and LINC LLC are consolidated with John Adams Academies Inc. for the years ended June 30, 2021 and 2020.

Principles of Consolidation – The accompanying consolidated financial statements include the accounts of John Adams Academies, Inc. and its controlled affiliated organizations (collectively, the Organization). All significant intercompany accounts and transactions have been eliminated in consolidation. Listed below are the affiliated organizations included in these consolidated financial statements:

- **John Adams Academies, Inc.**

  John Adams Academies, Inc. operated three charter schools during the 2020-21 school year. Charters were authorized for each school by an authorizing district for up to five years, with an opportunity for renewal. Charters may be revoked by the authorizing district for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2021, the charter schools authorized to John Adams Academies, Inc. were as follows:

Charter School Name	Charter School Number	Authorizing District	*Charter Granted/ Renewed	Charter Expiration	**Revised AB 130 Charter Expiration
John Adams Academy – Roseville	2061	Roseville Joint Union High School District	7/1/19	6/30/24	6/30/26
John Adams Academy - Lincoln	1715	Western Placer Unified	7/1/19	6/30/24	6/30/26
John Adams Academy - El Dorado Hills	1880	El Dorado COE	7/1/20	6/30/25	6/30/27

* Start of school year following charter petition approved or the most recent renewal date.

** 2021-2022 Education Trailer Bill AB 130 Sec 58 established a new Education Code Section 47607.7, in which all charter schools whose term expires on or between January 1, 2022 and June 2025 shall have their term extended by two years. The Organization is in the process of obtaining official revisions to its MOUs and charter petitions with the oversight agencies for this revision.

The oversight Districts receive up to 1% of the annual charter revenue for supervisory oversight. Through June 30, 2021, the Organization had separately negotiated MOUs with the authorizing districts for some of the following costs depending on authorizer: administrative fees, transportation expenses, and other services. Fees paid to the authorizing districts totaled $132,497 and $113,048 for the years ended June 30, 2021 and 2020, respectively.

- **JAA El Dorado Hills Holdings, LLC** – EDH LLC was formed to own, manage, and lease properties to the Organization's El Dorado Hills charter school. EDH LLC built a facility to lease to John Adams Academy – El Dorado Hills. EDH LLC is the named borrower of the 2017 and 2018 Series bonds outstanding (see Note 5).

- **JAA Lincoln Holdings, LLC** – LINC LLC was formed to own, manage, and lease properties to the Organization's Lincoln charter school. LINC LLC is currently constructing a new facility to lease to John Adams Academy – Lincoln. LINC LLC is tbe named borrower of the 2019 Series bonds outstanding (see Note 5).

Basis of accounting and financial statement presentation – The financial statements are prepared on the accrual basis of accounting and in conformity with professional standards applicable to not-for-profit entities. The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Cash and cash equivalents – The Organization considers investments with maturity at purchase of three months or less to be cash equivalents.

Accounts receivable represent consideration from state and local government agencies, of which the Organization has an unconditional right to receive. Accounts receivable are stated at the amount management expects to be collected from the outstanding balance. As of June 30, 2021, management has determined, based on historical experience, that all amounts are fully collectible and no allowance for doubtful accounts is necessary.

Contributions receivable represent private contributions due to the Organization in future periods. As of June 30, 2021, there were no amounts outstanding. As of June 30, 2020, all amounts outstanding were expected to be collected within one year therefore no discount was applied.

Property and equipment is stated at cost or, if donated, at the estimated fair market value at the date of donation. The Organization capitalizes all expenditures for property and equipment in excess of $5,000. Depreciation is computed using the straight-line method over estimated useful lives of individual assets ranging from 3 to 30 years.

Leases – The Organization determines if an arrangement is or contains a lease at inception. Leases are included in right-of-use (ROU) assets and lease liabilities in the consolidated statements of financial position. ROU assets and lease liabilities reflect the present value of the future minimum lease payments over the lease term, and ROU assets also include prepaid or accrued rent. Operating lease expense is recognized on a straight-line basis over the lease term. The Organization does not report ROU assets and leases liabilities for its short-term leases (leases with a term of 12 months or less). Instead, the lease payments of those leases are reported as lease expense on a straight-line basis over the lease term. Lease terms may include options to extend or terminate certain leases. The value of a lease is reflected in the valuation if it is reasonably certain management will exercise an option to extend or terminate a lease.

Revenue recognition – Program service fees and are recognized as revenue when the services are performed. Payments received in advance are deferred to the applicable period in which the related services are performed.

Payments under cost-reimbursable federal or state grants are recognized as revenue in the applicable period in which the qualifying expenses are incurred. The Organization received cost-reimbursable grants of $257,820 that have not been recognized at June 30, 2021 because qualifying expenditures have not yet been incurred, with an advance payment of $13,473 recognized in the statements of financial position as a refundable advance.

Contributions are recognized when cash, or other assets, or an unconditional promise to give is received. Conditional contributions are not recognized until the conditions on which they depend have been substantially met or the donor has explicitly released the restriction.

Donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions. Restricted contributions that were initially classified as conditional due to a qualifying expense barrier are recognized as net assets without donor restrictions since the restriction is met simultaneously when the condition is released and the revenue is recognized.

Contributions of property and equipment are reported as net assets with donor restrictions if the donor restricted the use of the property or equipment to a particular program, as are contributions of cash restricted to the purchase of property and equipment. Donor restrictions on contributions of property and equipment or assets restricted for purchase of property and equipment are considered to expire when the assets are placed in service. During the year ended June 30, 2020, John Adams Academy Lincoln received donated land valued at $1,920,000.

Donated materials and services – In-kind contributions are recorded at their estimated fair values at the date of donation. Donated services are recorded when they create or enhance non-financial assets or require a specialized skill that the Organization would otherwise need to purchase. During the years ended June 30, 2021 and 2020, the Organization did not receive any significant contributions of materials or services.

Income taxes – The Organization is publicly supported and has received tax-exempt status under Internal Revenue Code Section 501(c)(3) and Section 23701(d) of the California Revenue and Taxation Code. There is no unrelated taxable income and, accordingly, there is no provision for income taxes in these financial statements.

Functional allocation of expenses – The costs of providing program and supporting services activities have been summarized on a functional basis in the consolidated statements of activities. The consolidated statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and employee benefits, which are allocated based on employees' time and effort, as well as insurance and shared software costs, which are allocated based management's estimate of usage of resources.

Use of estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Recent accounting pronouncements – Effective July 1, 2020, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-02, Leases (Topic 842), as amended. This guidance is intended to improve financial reporting of lease transactions by requiring organizations that lease assets to recognize assets and liabilities for the rights and obligations created by leases that extend more than 12 months. Key provisions in this guidance include additional disclosures surrounding the amount, timing, and uncertainty of cash flows arising from leases. The Organization elected the effective date transition method and the package of practical expedients that permits no reassessment of whether any expired or existing contracts are or contain a lease, the lease classification for any expired or existing leases, and any initial direct costs for any existing leases as of the effective date.

As of July 1, 2020, the Organization recognized (a) operating lease liabilities of $1,613,144, which represents the present value of the remaining lease payments of approximately $2,486,390, discounted using the Organization's weighted average incremental borrowing rate of 5.5%, (b) operating right-of-use assets of $1,657,269.

Subsequent events have been reviewed through November 30, 2021, the date the consolidated financial statements were available to be issued. Management concluded that no material subsequent events have occurred since June 30, 2021 that require recognition or disclosure in the consolidated financial statements.

2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30 consist of the following:

	2021	2020
Deposits with fiscal agent	$ 8,733,458	$ 17,795,082
Deposits with financial institutions	4,533,504	6,099,491
Total cash and cash equivalents	$ 13,266,962	$ 23,894,573

Cash with Fiscal Agent

Cash with fiscal agent consists of amounts that are required to be held for debt service reserves, project funds, and for principal and interest payments with respect to the bonds outstanding. The total cash with fiscal agent at June 30, 2021 and 2020 was $8,733,458 and $17,795,082, respectively, and is considered restricted cash. The current portion of $2,739,108 and $4,161,114 as of June 30, 2021 and 2020, respectively, consisted of maintenance funds for the building, and amounts for current debt service obligations. The noncurrent portion of $5,994,350 as of June 30, 2021 consisted of $5,193,863 for debt service reserves to be held until bond maturity and $800,487 in a project fund for investment in property and equipment. The noncurrent portion of $13,633,968 as of June 30, 2020 consisted of $5,192,481 for debt service reserves to be held until bond maturity and $8,441,487 in a project fund for investment in property and equipment.

Concentrations of Cash

The Organization maintains all of its cash in bank deposit accounts that at times may exceed federally insured limits. The Organization deposits held with financial institutions in excess of federally insured limits were $12,612,539 and $23,209,403 as of June 30, 2021 and 2020, respeetively. The Organization has not experienced any losses in such accounts and Management believes the Organization is not exposed to any significant credit risk related to cash.

3. LIQUIDITY AND AVAILABILITY OF RESOURCES

The Organization's financial assets available within one year of the statements of financial position dates for general expenditure are as follows:

	2021	2020
Cash and eash equivalents	$ 13,266,962	$ 23,894,573
Accounts receivable	8,526,428	2,909,062
Contributions receivable	-	400,000
Total financial assets available to management	21,793,390	27,203,635
Less:		
Amounts unavailable for general expenditures within one year, due to:		
Cash held by fiseal agent, restricted (see Note 2)	(8,733,458)	(17,795,082)
Restricted by donors with purpose restrictions (see Note 9)	(869,485)	(457,536)
Total financial assets available to management for general expenditure within one year	$ 12,190,447	$ 8,951,017

The Organization has structured its financial assets to ensure cash needs for general expenditures are met by maintaining a sufficient eash balance on hand. The Organization also maintains a line of credit up to $500,000, which it can draw on if needed to meet its obligations.

4. PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	2021	2020
Land	$ 10,247,344	$ 10,247,344
Building	58,352,946	32,742,289
Building and land improvements	4,084,999	2,722,520
Leasehold improvements	45,498	19,101
Construction in progress	119,471	18,930,402
Equipment	2,726,613	1,686,287
Software	5,100	5,100
Subtotal	75,581,971	66,353,043
Less accumulated depreciation	(6,971,932)	(4,743,160)
Property and equipment, net	$ 68,610,039	$ 61,609,883

Depreciation expense was $2,245,987 and $1,425,611 for the years ended June 30, 2021 and 2020, respectively. Various components of the land, buildings, and schools under construction shown above are pledged as collateral for the bond debt disclosed in Note 5.

5. DEBT

The Organization has the following debt obligations:

	2021	2020
Line of Credit with a limit of $500,000, with an interest rate of 4.00%. The line of credit matures April 21, 2022.	$ 200,000	$ 200,000
Revenue Bond Series 2019 A & B for $34,935,000, issued on December 1, 2019; with 5 bonds and bearing interest rates ranging from 4.00% to 5.00%. Principal payments ranging from $400,000 to $2,025,000 are due annually. Final maturity is in 2057. Associated with this bond is a bond premium of $1,602,418 and debt issuance costs of $682,308, which are being amortized to interest expense over the term of the bond series.	34,935,000	34,935,000
Revenue Bond Series 2018 A & B for $19,500,000, issued on July 15, 2018; with 4 bonds and bearing interest rates ranging from 5.00% to 5.75%. Principal payments ranging from $290,000 to $2,615,000 are due annually. Final maturity is in 2048. Associated with this bond is a bond discount of $67,031 and debt issuance costs of $696,833, which are being amortized to interest expense over the term of the bond series.	19,500,000	19,500,000
Revenue Bond Series 2017 A & B for $4,565,000, issued on December 28, 2017; with 2 bonds and bearing interest rates ranging from 5.00% to 5.50%. Principal payments ranging from $50,000 to $285,000 are due annually. Final maturity is in 2047. Associated with this bond is a bond premium of $60,459 and debt issuance costs of $313,555, which are being amortized to interest expense over the term of the bond series.	4,370,000	4,445,000
California School Finance Authority loan for El Dorado Hills school site for $250,000, issued on October 10, 2017; bearing interest rate of 1.13%. Principal payments of $83,333 were due annually. Final maturity was in 2021.	-	83,344
Revenue Bond Series 2015 A & B for $11,655,000, issued on July 1, 2015; with 6 bonds and bearing interest rates ranging from 3.50% to 5.25%. Principal payments ranging from $200,000 to $740,000 are due annually. Final maturity is in 2045. Associated with this bond is a bond discount of $30,000 and debt issuance costs of $368,838, which are being amortized to interest expense over the term of the bond series.	10,810,000	11,030,000

	2021	2020
Revenue Bond Series 2014 A & B for $8,980,000, issued on October 17, 2014; with 5 bonds and bearing interest rates ranging from 3.15% to 5.40%. Principal payments ranging from $140,000 to $550,000 are due annually. Final maturity is in 2044. Associated with this bond is a bond premium of $82,280 and debt issuance costs of $416,655, which are being amortized to interest expense over the term of the bond series.	8,010,000	8,190,000
Subtotal	77,825,000	78,383,344
Unamortized premium/discount and debt issuance costs	(544,472)	(593,227)
Less current portion of principal	(985,000)	(758,344)
Total long-term debt	$ 76,295,528	$ 77,031,773

Total interest costs of $4,059,751 and $3,335,528 were incurred for the years ended June 30, 2021 and 2020, respectively. Interest costs of $415,720 and $889,059 related to debt acquired to construct facilities was capitalized into the cost of the project for the years ended June 30, 2021 and 2020, respectively.

Future payments relating to debt are as follows as of June 30:

Year Ending June 30,	Principal	Interest	Total
2022	$ 985,000	$ 3,980,561	$ 4,965,561
2023	1,225,000	3,942,184	5,167,184
2024	1,280,000	3,882,498	5,162,498
2025	1,350,000	3,820,242	5,170,242
2026	1,415,000	3,754,550	5,169,550
Thereafter	71,570,000	60,713,597	132,283,597
Total	$ 77,825,000	$ 80,093,632	$ 157,918,632

The Organization must meet several financial covenants as a requirement of the Bonds outstanding and was in compliance with all covenants as of June 30, 2021.

6. PAYCHECK PROTECTION PROGRAM LOAN

On June 4, 2020, the Organization received a Paycheck Protection Program (PPP) loan under the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act totaling $2,314,200. Under the CARES Act, a portion or all of the loan and accrued interest could be forgiven provided the funds are spent on qualifying expenditures and certain other criteria regarding full-time equivalent employee and payroll levels are maintained. The PPP requires the portion of the loan that does not qualify for forgiveness or that is retained as a loan, to be repaid within 2 years at 1% interest.

The Organization anticipates applying for forgiveness, however the application for loan forgiveness is subject to approval by the lender and could also be subject to audit at a future date. It is possible that the entire loan could be required to be repaid. The timing of possible repayments, if any, is expected to begin 10 months after the end of the loan forgiveness covered period.

7. LEASE COMMITMENTS

Operating leases

The Organization leases office space and land under various non-cancellable operating lease agreements ranging from four to ten years. These lease agreements have options to extend the lease between one and five years. The Organization expects to exercise the options to extend these leases for the maximum duration allowed per the agreements and therefore has included these extension periods in the amounts recognized as right-of-use assets and lease liabilities. One of the office space lease agreements has a five-year extension period without a determined rent amount for these five years. Management has estimated that rent will stay consistent and has used the monthly payment amounts at the time of the extension period for these additional 5 years. For the years ended June 30, 2021 and 2020 total operating lease costs were $300,335 and $56,406, respectively.

The Organization utilized their incremental borrowing rate as the discount rate for these operating leases. The weighted average discount rate associated with these operating leases as of June 30, 2021 is 5.5%.

As of June 30, 2021, the weighted-average remaining lease term for all operating leases is 11.12 years.

Financing Leases

In 2021, the Organization entered into finance lease agreements to lease copiers from Ricoh USA, Inc. for a term of five years, with options to extend the leases for an additional two years. The Organization expects to exercise this option to extend and therefore have included these additional two years in the amounts recognized as right-of-use assets and lease liabilities. For the year ended June 30, 2021, amortization and interest expense totaled $2,760 and $644, respectively.

The Organization utilized their incremental borrowing rate as the discount rate for these financing leases. The weighted average discount rate associated with these financing leases as of June 30, 2021 is 3.5%.

As of June 30, 2021, the weighted-average remaining lease term for all financing leases is 6.6 years.

Future payments due under operating and financing leases as of June 30, 2021 are as follows:

Year Ending June 30,	Operating	Financing	Total
2022	$ 245,589	$ 6,984	$ 252,573
2023	304,979	6,984	311,963
2024	308,022	6,984	315,006
2025	315,194	6,984	322,178
2026	239,255	6,984	246,239
Thereafter	1,592,479	10,962	1,603,441
Total lease payments	3,005,518	45,882	3,051,400
Less: Interest	(792,487)	(4,841)	(797,328)
Present value of lease liabilities	$ 2,213,031	$ 41,041	$ 2,254,072
Lease liabilities, current	$ 155,515	$ 5,657	$ 161,172
Lease liabilities, net	2,057,516	35,384	2,092,900
Total lease liabilities	$ 2,213,031	$ 41,041	$ 2,254,072

8. EMPLOYEE RETIREMENT PLAN

The Organization sponsors a 403(b) Plan covering all eligible employees of the Organization. The Organization contributes to the Plan 3% of each eligible participant's compensation and matches up to 4% of each employee's contribution. Contributions of $680,806 and $463,333 were accrued or paid to the plan for the years ended June 30, 2021 and 2020, respectively.

9. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes:

	2021	2020
Purpose restricted:		
Lincoln Campus Facility	$ -	$ 1,920,000
Lincoln Campus Sports Field	-	400,000
COVID-19 LEA Response Funds	39,032	40,829
Classified School Employee Professional Development Block Grant	12,580	16,257
Special Education – Mental Health	-	450
State Learning Loss Mitigation Funds	18,991	-
Expanded Learning Opportunities Grant	798,882	-
Total	$ 869,485	$ 2,377,536

10. CONTINGENCIES

The Organization has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

11. RISKS AND UNCERTAINTIES

In mid-March 2020 the Organization experienced disruption to its schools as they were required by public health orders to close and move to virtual learning format in response to the Coronavirus/COVID-19 pandemic. Although the disruption is expected to be temporary, the Organization anticipates some financial impact due to the pandemic. The financial impact and duration cannot be reasonably estimated at this time.

SUPPLEMENTARY INFORMATION

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2021

ASSETS	John Adams Academy - Roseville	John Adams Academy - Lincoln	John Adams Academy - El Dorado Hills	NSD	Total John Adams Academies, Inc.	Lincoln - LLC	El Dorado Hills - LLC	Eliminations	Total Consolidated
CURRENT ASSETS:									
Cash and cash equivalents	$ 1,038,565	$ 1,149,950	$ 1,466,532	$ 879,278	$ 4,534,325	$ 1,057	$ (1,878)	$ -	$ 4,533,504
Accounts receivable	3,010,139	2,667,703	2,848,448	138	8,526,428	-	-	-	8,526,428
Contributions receivable	-	-	-	-	-	-	-	-	-
Due from other sites	2,310,268	-	-	1,024,273	3,334,541	355,827	-	(3,690,368)	-
Cash with fiscal agent	944,273	-	-		944,273	1,236,859	557,976	-	2,739,108
Prepaid expenses and deposits	41,333	(1,326)	7,653	58,230	105,890	6,454	-	-	112,344
Right-of-use assets – financing leases, current	3,960	-	2,226	-	6,186	-	-	-	6,186
Right-of-use assets – operating leases, current	106,831	-	5,487	77,894	190,212	-	-	-	190,212
Total current assets	7,455,369	3,816,327	4,330,346	2,039,813	17,641,855	1,600,197	556,098	(3,690,368)	16,107,782
NON-CURRENT ASSETS:									
Deposits	12,480	-	-	15,139	27,619	-	-	-	27,619
Cash with fiscal agent	1,911,754	-	-	-	1,911,754	2,130,730	1,951,866	-	5,994,350
Property and equipment, net	20,335,377	3,246,586	280,457	95,877	23,958,297	29,282,356	15,369,386	-	68,610,039
Right-of-use assets – financing leases, net	22,767	-	11,689	-	34,456	-	-	-	34,456
Right-of-use assets – operating leases, net	420,639	-	6,795	1,441,919	1,869,353	-	-	-	1,869,353
TOTAL ASSETS	$30,158,386	$ 7,062,913	$ 4,629,287	$ 3,592,748	$45,443,334	$33,013,283	$17,877,350	$ (3,690,368)	$92,643,599
LIABILITIES AND NET ASSETS									
CURRENT LIABILITIES:									
Accounts payable	$ 204,056	$ 114,171	$ 66,852	$ 546,035	$ 931,114	$ 5,100	$ 5,738	$ -	$ 941,952
Due to other sites	-	1,757,762	1,586,405	-	3,344,167	-	346,201	(3,690,368)	-
Accrued interest	333,948	-	-	-	333,948	431,462	273,197	-	1,038,607
Accrued expenses	217,803	149,024	127,091	547,800	1,041,718	-	12,608	-	1,054,326
Refundable advance	13,473	-	-	-	13,473	-	-	-	13,473
Debt, current	495,000	-	185,000	15,000	695,000	-	290,000	-	985,000
Lease liabilities - finance leases, current	3,593	-	2,064	-	5,657	-	-	-	5,657
Lease liabilities - operating leases, current	95,895	-	5,487	54,133	155,515	-	-	-	155,515
Total current liabilities	1,363,768	2,020,957	1,972,899	1,162,968	6,520,592	436,562	927,744	(3,690,368)	4,194,530
LONG-TERM LIABILITIES:									
Debt, net	21,964,318	-	-	-	21,964,318	35,794,076	18,537,134	-	76,295,528
Paycheck Protection Program loan	-	-	-	2,314,200	2,314,200	-	-	-	2,314,200
Lease liabilities - finance leases, net	23,282	-	12,102	-	35,384	-	-	-	35,384
Lease liabilities - operating leases, net	499,081	-	6,794	1,551,641	2,057,516	-	-	-	2,057,516
TOTAL LIABILITIES	23,850,449	2,020,957	1,991,795	5,028,809	32,892,010	36,230,638	19,464,878	(3,690,368)	84,897,158
NET ASSETS:									
Without donor restrictions	5,865,579	4,830,759	2,421,562	(1,436,061)	11,681,839	(3,217,355)	(1,587,528)	-	6,876,956
With donor restrictions	442,358	211,197	215,930	-	869,485	-	-	-	869,485
Total net assets (deficit)	6,307,937	5,041,956	2,637,492	(1,436,061)	12,551,324	(3,217,355)	(1,587,528)	-	7,746,441
TOTAL LIABILITIES AND NET ASSETS	$30,158,386	$ 7,062,913	$ 4,629,287	$ 3,592,748	$45,443,334	$33,013,283	$17,877,350	$ (3,690,368)	$92,643,599

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATING STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2021

NET ASSETS WITHOUT DONOR RESTRICTIONS:	John Adams Academy - Roseville	John Adams Academy - Lincoln	John Adams Academy - El Dorado Hills	NSD	Total John Adams Academies, Inc.	Lincoln - LLC	El Dorado Hills - LLC	Eliminations	Total Consolidated
REVENUES:									
Federal revenue	$ 705,947	$ 142,145	$ 356,029	$ -	$ 1,204,121	$ -	$ -	$ -	$ 1,204,121
State revenue:									
State aid portion of general purpose funding	3,955,620	2,392,835	5,179,925	-	11,528,380	-	-	-	11,528,380
Lottery revenue	232,476	62,433	164,730	-	459,639	-	-	-	459,639
All other state revenue	525,743	264,501	289,927	-	1,080,171	-	-	-	1,080,171
Local revenue:									
Cash in-lieu of property taxes	8,757,729	4,230,953	1,856,130	-	14,844,812	-	-	-	14,844,812
Contributions and other local revenue	136,998	92,847	85,654	771	316,270	391	121	-	316,782
Rental income	-	-	-	-	-	-	1,107,788	(1,107,788)	-
Net assets released from restrictions	1,455,136	3,063,691	886,511	-	5,405,338	-	-	-	5,405,338
Total revenues	15,769,649	10,249,405	8,818,906	771	34,838,731	391	1,107,909	(1,107,788)	34,839,243
EXPENSES:									
Program expenses:									
Educational programs	12,614,091	6,077,000	7,331,400	-	26,022,491	1,991,119	1,695,613	(1,107,788)	28,601,435
Supporting services:									
Management and general	-	-	-	3,052,137	3,052,137	-	-	-	3,052,137
Fundraising	1,860	-	-	-	1,860	-	-	-	1,860
Total expenses	12,615,951	6,077,000	7,331,400	3,052,137	29,076,488	1,991,119	1,695,613	(1,107,788)	31,655,432
TRANSFERS TO (FROM)	1,559,534	(72,276)	(435,875)	(1,332,516)	(281,133)	281,133	-	-	-
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	1,594,164	4,244,681	1,923,381	(1,718,850)	6,043,376	(2,271,861)	(587,704)	-	3,183,811
NET ASSETS WITH DONOR RESTRICTIONS:									
Restricted contributions	-	-	-	-	-	-	-	-	-
Restricted state entitlements	1,860,476	949,259	1,087,552	-	3,897,287	-	-	-	3,897,287
Net assets released from restrictions	(1,455,136)	(3,063,691)	(886,511)	-	(5,405,338)	-	-	-	(5,405,338)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	405,340	(2,114,432)	201,041	-	(1,508,051)	-	-	-	(1,508,051)
INCREASE (DECREASE) IN NET ASSETS	1,999,504	2,130,249	2,124,422	(1,718,850)	4,535,325	(2,271,861)	(587,704)	-	1,675,760
NET ASSETS (DEFICIT), Beginning of year	4,308,433	2,911,707	513,070	282,789	8,015,999	(945,494)	(999,824)	-	6,070,681
NET ASSETS (DEFICIT), End of year	$ 6,307,937	$ 5,041,956	$ 2,637,492	$ (1,436,061)	$ 12,551,324	$ (3,217,355)	$ (1,587,528)	$ -	$ 7,746,441

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021

	Program Services	Supporting Services		
John Adams Academy - Roseville	Educational programs	Management and general	Fundraising	Total expenses
Certificated salaries	$ 5,258,736	$ -	$ -	$ 5,258,736
Classified salaries	1,415,084	-	-	1,415,084
Employee benefits	1,665,354	-	-	1,665,354
Interest expense	1,235,269	-	-	1,235,269
Professional and consulting fees	865,038	-	1,860	866,898
Depreciation and amortization	881,849	-	-	881,849
Books and supplies	412,966	-	-	412,966
Operations and housekeeping	299,262	-	-	299,262
Rent, leases, and repairs	181,145	-	-	181,145
Communications and technology	198,801	-	-	198,801
Insurance	82,368	-	-	82,368
Professional development	58,064	-	-	58,064
Food	30,957	-	-	30,957
Travel and conferences	6,718	-	-	6,718
Dues and memberships	8,764	-	-	8,764
Field trips	-	-	-	-
Subcontracted services	1,294	-	-	1,294
Other operating expenses	12,422	-	-	12,422
Total expenses	$ 12,614,091	$ -	$ 1,860	$ 12,615,951

	Program Services	Supporting Services		
John Adams Academy - Lincoln	Educational programs	Management and general	Fundraising	Total expenses
Certificated salaries	$ 2,813,258	$ -	$ -	$ 2,813,258
Classified salaries	867,850	-	-	867,850
Employee benefits	792,870	-	-	792,870
Interest expense	-	-	-	-
Professional and consulting fees	590,201	-	-	590,201
Depreciation and amortization	122,546	-	-	122,546
Books and supplies	441,586	-	-	441,586
Operations and housekeeping	163,025	-	-	163,025
Rent, leases, and repairs	30,362	-	-	30,362
Communications and technology	113,577	-	-	113,577
Insurance	44,557	-	-	44,557
Professional development	41,459	-	-	41,459
Food	10,258	-	-	10,258
Travel and conferences	4,345	-	-	4,345
Dues and memberships	1,168	-	-	1,168
Field trips	5,085	-	-	5,085
Subcontracted services	-	-	-	-
Other operating expenses	34,853	-	-	34,853
Total expenses	$ 6,077,000	$ -	$ -	$ 6,077,000

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021

	Program Services	Supporting Services		
John Adams Academy - El Dorado Hills	**Educational programs**	**Management and general**	**Fundraising**	**Total expenses**
Certificated salaries	$ 3,276,722	$ -	$ -	$ 3,276,722
Classified salaries	719,103	-	-	719,103
Employee benefits	876,697	-	-	876,697
Interest expense	1,618	-	-	1,618
Professional and consulting fees	576,494	-	-	576,494
Depreciation	47,910	-	-	47,910
Books and supplies	334,393	-	-	334,393
Operations and housekeeping	205,818	-	-	205,818
Rent, leases, and repairs	1,170,137	-	-	1,170,137
Communications and technology	41,389	-	-	41,389
Insurance	47,629	-	-	47,629
Professional development	13,050	-	-	13,050
Food	8,517	-	-	8,517
Travel and conferences	7,503	-	-	7,503
Dues and memberships	3,900	-	-	3,900
Field trips	520	-	-	520
Subcontracted services	-	-	-	-
Other operating expenses	-	-	-	-
Total expenses	$ 7,331,400	$ -	$ -	$ 7,331,400

	Program Services	Supporting Services		
John Adams Academy - NSD	**Educational programs**	**Management and general**	**Fundraising**	**Total expenses**
Certificated salaries	$ -	$ 730,119	$ -	$ 730,119
Classified salaries	-	1,295,998	-	1,295,998
Employee benefits	-	464,619	-	464,619
Interest expense	-	-	-	-
Professional and consulting fees	-	229,497	-	229,497
Depreciation and amortization	-	15,275	-	15,275
Books and supplies	-	30,217	-	30,217
Operations and housekeeping	-	-	-	-
Rent, leases, and repairs	-	211,835	-	211,835
Communications and technology	-	18,669	-	18,669
Insurance	-	19,725	-	19,725
Professional development	-	19,546	-	19,546
Food	-	-	-	-
Travel and conferences	-	15,208	-	15,208
Dues and memberships	-	1,400	-	1,400
Field trips	-	-	-	-
Subcontracted services	-	-	-	-
Other operating expenses	-	29	-	29
Total expenses	$ -	$ 3,052,137	$ -	$ 3,052,137

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021

	Program Services	Supporting Services		
Lincoln - LLC	**Educational programs**	**Management and general**	**Fundraising**	**Total expenses**
Certificated salaries	$ -	$ -	$ -	$ -
Classified salaries	-	-	-	-
Employee benefits	-	-	-	-
Interest expense	1,275,869	-	-	1,275,869
Professional and consulting fees	1,630	-	-	1,630
Depreciation and amortization	635,351	-	-	635,351
Books and supplies	-	-	-	-
Operations and housekeeping	-	-	-	-
Rent, leases, and repairs	-	-	-	-
Communications and technology	-	-	-	-
Insurance	-	-	-	-
Professional development	-	-	-	-
Food	-	-	-	-
Travel and conferences	-	-	-	-
Dues and memberships	5,240	-	-	5,240
Field trips	-	-	-	-
Subcontracted services	-	-	-	-
Other operating expenses	73,029	-	-	73,029
Total expenses	$ 1,991,119	$ -	$ -	$ 1,991,119

	Program Services	Supporting Services		
El Dorado Hills - LLC	**Educational programs**	**Management and general**	**Fundraising**	**Total expenses**
Certificated salaries	$ -	$ -	$ -	$ -
Classified salaries	-	-	-	-
Employee benefits	-	-	-	-
Interest expense	1,131,919	-	-	1,131,919
Professional and consulting fees	14,953	-	-	14,953
Depreciation and amortization	545,816	-	-	545,816
Books and supplies	-	-	-	-
Operations and housekeeping	-	-	-	-
Rent, leases, and repairs	-	-	-	-
Communications and technology	-	-	-	-
Insurance	-	-	-	-
Professional development	-	-	-	-
Food	-	-	-	-
Travel and conferences	-	-	-	-
Dues and memberships	2,925	-	-	2,925
Field trips	-	-	-	-
Subcontracted services	-	-	-	-
Other operating expenses	-	-	-	-
Total expenses	$ 1,695,613	$ -	$ -	$ 1,695,613

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021

	Program Services	Supporting Services		
Eliminations	Educational programs	Management and general	Fundraising	Total expenses
Certificated salaries	$ -	$ -	$ -	$ -
Classified salaries	-	-	-	-
Employee benefits	-	-	-	-
Interest expense	-	-	-	-
Professional and consulting fees	-	-	-	-
Depreciation and amortization	-	-	-	-
Books and supplies	-	-	-	-
Operations and housekeeping	-	-	-	-
Rent, leases, and repairs	(1,107,788)	-	-	(1,107,788)
Communications and technology	-	-	-	-
Insurance	-	-	-	-
Professional development	-	-	-	-
Food	-	-	-	-
Travel and conferences	-	-	-	-
Dues and memberships	-	-	-	-
Field trips	-	-	-	-
Subcontracted services	-	-	-	-
Other operating expenses	-	-	-	-
Total expenses	$ (1,107,788)	$ -	$ -	$ (1,107,788)

	Program Services	Supporting Services		
Total	Educational programs	Management and general	Fundraising	Total expenses
Certificated salaries	$ 11,348,716	$ 730,119	$ -	$ 12,078,835
Classified salaries	3,002,037	1,295,998	-	4,298,035
Employee benefits	3,334,921	464,619	-	3,799,540
Interest expense	3,644,675	-	-	3,644,675
Professional and consulting fees	2,048,316	229,497	1,860	2,279,673
Depreciation and amortization	2,233,472	15,275	-	2,248,747
Books and supplies	1,188,945	30,217	-	1,219,162
Operations and housekeeping	668,105	-	-	668,105
Rent, leases, and repairs	273,856	211,835	-	485,691
Communications and technology	353,767	18,669	-	372,436
Insurance	174,554	19,725	-	194,279
Professional development	112,573	19,546	-	132,119
Food	49,732	-	-	49,732
Travel and conferences	18,566	15,208	-	33,774
Dues and memberships	21,997	1,400	-	23,397
Field trips	5,605	-	-	5,605
Subcontracted services	1,294	-	-	1,294
Other operating expenses	120,304	29	-	120,333
Total expenses	$ 28,601,435	$ 3,052,137	$ 1,860	$ 31,655,432

JOHN ADAMS ACADEMIES, INC.

ORGANIZATION, GOVERNING BOARD, AND ADMINISTRATION
JUNE 30, 2021

ORGANIZATION

John Adams Academies, Inc. (the Organization) was incorporated on February 19, 2010 and is organized to manage, operate, guide, direct, and promote California charter schools, including John Adams Academy - Roseville, John Adams Academy – Lincoln, and John Adams Academy – El Dorado Hills (charter school number 2061, 1715, and 1880 respectively).

The Organization supervises the activities and financial affairs of the charter schools to ensure the requirements of the California Education Code are met.

GOVERNING BOARD

Name	Office	Term Expires
Dean Forman	Chairman	October 2021
Tricia Nielsen	Vice-Chair	October 2021
Roy Braatz	CFO	October 2021
John Brennen	Secretary	June 2022
Tamara Bennett	Board Member	June 2022

ADMINISTRATION

Joseph Benson, Executive Director

Heather Brown, Headmaster of Elementary Education

Troy Henke, Headmaster of Secondary Education

Meghan Muyanja, Assistant Headmaster (El Dorado Hills Campus)

Zeta Cammarota, Dean of Secondary Education (El Dorado Hills Campus)

Jordan Zacharia, Dean of Elementary Education (El Dorado Hills Campus)

James Clemmer, Assistant Headmaster (Lincoln Campus)

Niki Swagerty, Dean of Elementary Education (Lincoln Campus)

Tim Sprinkles, Assistant Headmaster (Roseville Campus)

Becky Yerocostas, Dean of Elementary Education (Roseville Campus)

Faith Rummelsburg, Assistant Dean of Elementary Education (Roseville Campus)

James Haskins, Assistant Dean of Secondary Education (Roseville Campus)

Randy Davis, Chief Business Officer

Norman Gonzales, Director of Outreach & Compliance Director

Aaron Adams, Director of Finance

Cindy Rowen, Director of Human Resources

JOHN ADAMS ACADEMIES, INC.

SCHEDULE OF INSTRUCTIONAL TIME
JUNE 30, 2021

	Number of Instructional Days Offered	Required Number of Instructional Days	Status
John Adams Academy - Roseville			
TK and Kindergarten	177	175	In Compliance
Grades 1 through 12	177	175	In Compliance
John Adams Academy - Lincoln			
TK and Kindergarten	177	175	In Compliance
Grades 1 through 10	177	175	In Compliance
John Adams Academy – El Dorado Hills			
TK and Kindergarten	177	175	In Compliance
Grades 1 through 10	177	175	In Compliance

JOHN ADAMS ACADEMIES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2021

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Assistance Listing Number	PCA Number	Federal Expenditures
U.S. Department of Agriculture:			
Passed-Through California Department of Education (CDE):			
Child Nutrition Cluster:			
Child Nutrition: School Programs	10.555	13523	$ 27,499
Subtotal Child Nutrition Cluster			27,499
Total U.S. Department of Agriculture			27,499
U.S. Department of Education:			
Passed-Through CDE:			
Special Education Cluster (IDEA):			
IDEA Basic Local Assistance Entitlement, Part B, Section 611	84.027	13379	327,349
Subtotal Special Education Cluster (IDEA)			327,349
Education Stabilization Fund (ESF):			
COVID-19 Governor's Emergency Education Relief Fund (GEER)	84.425C	15517	40,808
COVID-19 Elementary and Secondary School Emergency Relief II Fund (ESSER II)	84.425D	15547	100,757
Subtotal Education Stabilization Fund (ESF)			141,565
Total U.S Department of Education			468,914
U.S. Treasury			
Passed-Through CDE:			
COVID-19 Coronavirus Relief Fund (CRF)	21.019	25516	707,708
Total U.S. Treasury			707,708
Total Expenditures of Federal Awards			$ 1,204,121

See the accompanying notes to supplementary information.

JOHN ADAMS ACADEMIES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2021

1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of John Adams Academies, Inc., and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

2. INDIRECT COST RATE

John Adams Academies, Inc. did not elect to use the 10% de minimis indirect cost rate for federal programs.

OTHER INDEPENDENT AUDITOR'S REPORTS

GILBERT
Relax. We got this.℠

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

Board of Directors
John Adams Academies, Inc.
Roseville, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of John Adams Academies, Inc., a California non-profit public benefit corporation, and affiliates (collectively, the Organization), which comprise the consolidated statement of financial position as of June 30, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated November 30, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency* in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed one instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and questioned costs as item 2021-001.

The Organization's Response to Finding

The Organization's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of the consolidated financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Gilbert CPAs

GILBERT CPAs
Sacramento, California

November 30, 2021

REPORT ON COMPLIANCE WITH APPLICABLE REQUIREMENTS IN ACCORDANCE WITH 2020-21 GUIDE FOR ANNUAL AUDITS OF K-12 LOCAL EDUCATION AGENCIES AND STATE COMPLIANCE REPORTING

Independent Auditor's Report

Board of Directors
John Adams Academies, Inc.
Roseville, California

Report on State Compliance

We have audited John Adams Academies, Inc. (the Organization) compliance with the types of compliance requirements described in the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* applicable to the Organization's programs identified in the below schedule for the school year ended June 30, 2021.

Management's Responsibility

Management is responsible for compliance with the state statutes, regulations, and terms and conditions of its state awards applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Organization's state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards and the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the programs identified in the below schedule occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary under the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance. However, our audit does not provide a legal determination on the Organization's compliance with those requirements.

In connection with the requirements referred to above, we selected and tested transactions and records to determine the Organization's compliance with the applicable programs identified below:

Compliance Requirements	Procedures Performed
LOCAL EDUCATION AGENCIES – STEPS APPLICABLE TO CHARTER SCHOOLS	
Attendance and Distance Learning	Yes
Instructional Time	Yes
SCHOOL DISTRICTS, COUNTY OFFICE OF EDUCATION, AND CHARTER SCHOOLS	
California Clean Energy Jobs Act	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
CHARTER SCHOOLS	
Independent Study-Course Based	Not Applicable
Attendance	Yes
Mode of Instruction	Not Applicable
Non-Classroom-Based Instruction/Independent Study for Charter Schools	Not Applicable
Determination of Funding for Non-Classroom-Based Instruction	Not Applicable
Charter School Facility Grant Program	Not Applicable

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* and which is described in the accompanying schedule of findings and questioncd costs as item 2020-001. Our opinion on the types of compliance requirements referred to above is not modified with respect to this matter.

The Organization's response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Opinion on State Compliance

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the programs identified in the above schedule for the year ended June 30, 2021.

Gilbert CPAs

GILBERT CPAs
Sacramento, California

November 30, 2021

REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditor's Report

Board of Education
John Adams Academies, Inc.
Roseville, California

Report on Compliance for Each Major Federal Program

We have audited John Adams Academics, Inc. (the Organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2021. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Audit Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

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Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Gilbert CPAs

GILBERT CPAs
Sacramento, California

November 30, 2021

FINDINGS AND QUESTIONED COSTS

JOHN ADAMS ACADEMIES, INC.

FINDINGS AND QUESTIONED COSTS
JUNE 30, 2021

SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
• Material weakness identified?	____Yes ✓ No
• Significant deficiencies identified?	____Yes ✓ None Reported
Noncompliance material to financial statements noted?	____Yes ✓ No

Federal Awards

Internal control over major programs:	
• Material weaknesses identified?	____Yes ✓ No
• Significant deficiencies identified?	____Yes ✓ None reported
Type of auditor's report issued:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?	____Yes ✓ No
Identification of major programs:	

Name of Federal Program or Cluster	CFDA Number
Coronavirus Relief Fund	21.019

Dollar threshold used to distinguish between Type A and Type B programs:	$ 750,000
Auditee qualified as low-risk auditee?	____Yes ✓ No

State Awards

Internal control over state programs:	
• Material weaknesses identified?	____Yes ✓ No
• Significant deficiencies identified?	____Yes ✓ None reported
Type of auditor's report issued on compliance for state programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Audits of California K-12 Local Education Agencies?	✓ Yes ____No

JOHN ADAMS ACADEMIES, INC.

FINDINGS AND QUESTIONED COSTS
JUNE 30, 2021

FINANCIAL STATEMENT FINDING

There were no financial statement findings for the year ended June 30, 2021.

STATE COMPLIANCE FINDINGS

2021-001. ATTENDANCE AND DISTANCE LEARNING – CDDC #40000

Condition:

Of our sample size of twenty-five student absence records one student had an absence note for one school day and was marked present in the attendance system for the 2020-21 school year.

Criteria:

California Education Code section 43504(f)(1).

Cause:

The Organization indicates that although there was an absence note for a student for religious reasons, the student ended up coming to school that day and was marked present in all periods attended. The issue is that the absence note log did not have documentation to indicate that the student did in fact attend school that day.

Effect:

No penalty is assessed with this finding.

Recommendation:

We recommend that documentation be retained for discrepancies between the absence log/parent notes and the system.

Views of Responsible Officials and Planned Corrective Actions:

As mentioned above, the attendance was recorded correctly, but there was an uncorrected note in the log. The Academy will implement the corrective actions indicated in the Recommend Section, including training attendance staff to update notes in the log as needed.

FEDERAL COMPLIANCE FINDINGS

There were no state compliance findings for the year ended June 30, 2021.

JOHN ADAMS ACADEMIES, INC.

FINDINGS AND QUESTIONED COSTS
JUNE 30, 2021

STATUS OF PRIOR YEAR FINDINGS

FINANCIAL STATEMENT FINDINGS

There were no state compliance findings for the year ended June 30, 2020.

STATE COMPLIANCE FINDINGS

There were no state compliance findings for the year ended June 30, 2020.

PCL XL error

Subsystem: KERNEL

Error: IllegalTag

Operator: 0x40

Position: 869521

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Ratification of the 2021-2022 Contract
With Wellness Together, Inc., dba HearYou.org

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Pickett
Deputy Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
ELO Grant

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

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

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

HearYou.org Counseling Services Agreement

This HearYou.org Counseling Services Agreement (the "Agreement") is entered into by and between Western Placer Unified School District, (the "District") located at 600 Sixth Street, Lincoln, CA 95648, and Wellness Together, Inc., dba HearYou.org, ("Company") a California nonprofit corporation, located at 5701 Lonetree Boulevard, Suite 210 Rocklin, CA 95765. The term of this Agreement shall be between the dates of September 20, 2021 to June 10, 2022 ("Current School Year").

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

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

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

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

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

3. Confidentiality. At all times during this Agreement, Company and its employees/agents shall comply with all applicable confidentiality laws and regulations relating to professional counseling services. District understands and agrees that the relationship between the Participants and the Company and its assigned counselors must be held in confidence, and District shall not be entitled to any information about the services provided, other than information necessary to confirm a Participant's eligibility for services and for billing purposes. Any notes or records (other than billing records) created during

Company's performance of counseling services shall be the sole property of Company, subject to any applicable privacy or confidentiality laws.

4. Compensation for Services. District shall pay Company a flat fee of $75.00 per counseling session provided to an eligible Participant, up to ten sessions per Participant not to exceed a total of two hundred fifty(250) sessions during the term of this Agreement The amount due for a session shall not be reduced if, for any reason, Participant does not complete the full 50-minute session.

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

5. Term. The term of this Agreement shall be from September 20, 2021 to June 10, 2022.

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

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

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

9. Miscellaneous.

A. This Agreement shall be governed and interpreted in accordance with the laws of the State of California.
B. Should any portion of this Agreement be found to be invalid or unlawful, the remainder of the Agreement shall continue to be enforceable.
C. No portion of this Agreement may be assigned without the written consent of both parties.
D. This Agreement sets forth the parties' entire understanding of the subject matter herein, and any prior or contemporaneous promises or understandings are superseded by the terms of this Agreement. This Agreement may only be amended or altered by another written agreement executed by both parties.
E. Each individual signing this Agreement represents and warrants that they have the authority to bind the entity on behalf of which they are signing.
F. This Agreement may be executed in counterparts, and electronic signatures shall have the full force and effect of originals.

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

For District:

Superintendent or Designee
Western Placer Unified School District

9/29/21
Date

Scott Pickett
Printed Name

For Company:

Jacob Vallejo, Director of Operations
Wellness Together, Inc., dba HearYou.org
Taxpayer ID: 81-1653329

9-29-2021
Date

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 Phoenix High School's
2021-2022 Single Plan for Student Achievement &
Comprehensive Support and Improvement Plan

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Pickett
Assistant Superintendent

ENCLOSURES:
Yes (online)

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
None

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
Pursuant to California Education Code (EC) Section 64001 and the federal Elementary and Secondary Education Act (ESEA), schools that receive state and federal funds through the Consolidated Application and Reporting System (CARS) and ESEA Program Improvement funds consolidate all school plans into the Single Plan for Student Achievement (SPSA).

Each year, school sites update their SPSA goals/actions/expenditures to reflect the annual needs identified from analysis of state/local assessment data and resources allocated to support student programs.

This year, any California school site identified for Comprehensive Support and Improvement (CSI) must address additional prompts within their SPSAs that specifically address the area(s) targeted for additional funds and support. Phoenix High School is presently receiving CSI funds and support due to its low 2019 graduation rate.

Phoenix High School's SPSA has been updated to align with the LCAP and with state and federal requirements for the use of Title I, Supplemental, and CSI funds. The combined SPSA/CSI plan can be found at the following link: https:/www.wpusd.org/our-district/accountability/school-district-plans

RECOMMENDATION:
Approve Phoenix High School's Single Plan for Student Achievement and Comprehensive Support and Improvement Plan as presented.

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 2021-2022 Single Plans for Student Achievement (SPSAs)

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Pickett
Assistant Superintendent

ENCLOSURES:
Yes (online)

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
None

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:
Pursuant to California Education Code (EC) Section 64001 and the federal Elementary and Secondary Education Act (ESEA) schools that receive state and federal funds through the Consolidated Application and Reporting System (CARS) and ESEA Program Improvement funds consolidate all school plans into the Single Plan for Student Achievement (SPSA).

Each year, school sites update their SPSA goals/actions/expenditures to reflect the annual needs identified from analysis of state/local assessment data and resources allocated to support student programs.

All SPSAs have been updated to align with the LCAP and with state and federal requirements for the use of Title I and Supplemental funds. The SPSAs can be found at the following link: https://www.wpusd.org/our-district/accountability/school-district-plans

Phoenix High School's combined CSI/SPSA plan is a separate board item, as it contains additional information related to its Comprehensive Support and Improvement (CSI) plan.

RECOMMENDATION:
Approve the enclosed Single Plans for Student Achievement as presented.

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.**
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Ratification of Contract with I-Lead

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Pickett
Deputy Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
LCFF Supplemental

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The attached contract is with I-LEAD for administrator coaching and training. Tom Williams has successfully supported our site administrators during the 2017/2018, 2018/2019 and 2019/2020 school years. The administrators requested that I-LEAD returns.

RECOMMENDATION:

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

LEAD
The Institute for Leadership Enhancement And Development
Integrity • Leadership • Energy • Action • Diversity

October 25, 2021

Scott Pickett
Assistant Superintendent, Educational Services
Western Placer Unified School District (WPUSD)
600 Sixth Street
Lincoln, CA 95648

Dear Mr. Pickett,

As requested, I am submitting a proposal to provide consultant services to the Western Placer Unified School District (WPUSD) during the 2021-22 school year. Included herein is a scope of work and proposed budget pertaining to services that I will perform.

Scope of Work

I will provide 48 days of consultation services to selected WPUSD schools during the 2021-22 school year. The services provided will be structured to help schools reach their potential as measured by the California Assessment of Student Performance and Progress (CAASPP) System. Services provided will include but will not be limited to: (1) Providing coaching services to selected principals; (2) Working with the leadership teams of selected school's; and (3) Working with district office staff to implement state and district adopted programs, practices, and strategies that are designed to increase student achievement and create a district-wide culture of learning and excellence.

Proposed Budget

The total cost for providing consultant services to WPUSD during the 2021-22 school year will be $36,000.00 (48 days total @ $750.00 per day=$36,000.00).

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

Respectfully Submitted

Thomas L. Williams

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

The Institute for Leadership Enhancement And Development (I-LEAD)
7339 Winesburg Street
Las Vegas, NV 89166-3813
(916) 704-5513

PROPOSAL SIGNATURE PAGE

This document will serve as the signature page for a proposal to provide consultant services to the Western Placer Unified School District during the 2021-22 school year.

The proposal was:

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

- **Submitted to** Scott Pickett, Assistant Superintendent, Educational Services Western Placer Unified School District.

The parties hereto have approved this proposal on the dates listed next to their signatures.

Approval Signatures



Signature

12/14/21
Date

Scott Pickett
Assistant Superintendent, Educational Services
Western Placer Unified School District

Thomas L. Williams

Signature

10-25-2021
Date

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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SUBJECT:
Student Discipline
Stipulated Expulsion
Student #21-22-D

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will take action under consent to approve Stipulated Expulsion of Student #21-22-D.

RECOMMENDATION:

The Administration recommends the Board of Trustees take action to approve the Stipulated Expulsion of Student #21-22-D.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline
Stipulated Expulsion
Student #21-22-E

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will take action under consent to approve the Stipulated Expulsion of Student #21-22-E.

RECOMMENDATION:

The Administration recommends the Board of Trustees approve the Stipulated Expulsion of Student #21-22-E.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline
Stipulated Expulsion
Student #21-22-G

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will take action under consent to approve Stipulated Expulsion of Student #21-22-G.

RECOMMENDATION:

The Administration recommends the Board of Trustees take action to approve the Stipulated Expulsion of Student #21-22-G.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Student Discipline- Re-Entry
Student's #20-21-C

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
N/A

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The Board of Trustees will take action regarding the Re-entry of Student #20-21-C

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken in regards to the Re-Entry of Student #20-21-C.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline- Re-Entry
Student's #20-21-D

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
N/A

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The Board of Trustees will take action regarding the Re-entry of Student #20-21-D

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken in regards to the Re-Entry of Student #20-21-D.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline- Re-Entry
Student's #20-21-E

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
N/A

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 21, 2021

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The Board of Trustees will take action regarding the Re-entry of Student #20-21-E

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken in regards to the Re-Entry of Student #20-21-E.

wp/rk/factform