



WESTERN PLACER
UNIFIED SCHOOL DISTRICT

WPUSD Board Meetings Held Via Go To Meeting While Shelter in Placer Order is in Effect

Public Comments Accepted by Email and Telephone

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

When an agenda is published online [here](#), a phone number and meeting code will be included on the agenda so the public can access the meeting live. There are three ways for members of the public to submit comments about items on the agenda:

1. **Email** - Submit a comment via email to the Superintendent's Administrative Assistant, Maria Gonzalez, at mgonzalez@wpusd.org at least two hours before the start of the meeting.
2. **Telephone** - Call the Superintendent's Administrative Assistant at (916) 645-6350 between 9:00 – 12:00 to submit a comment.
3. **Go To Meeting Participation** - Dial in using your phone

United States: +1 (571) 317-3112

Access Code: 876-372-893

Comments submitted by email, telephone or comments form will be placed into the record at the meeting but may or may not be read during the meeting call. We appreciate your patience during these extraordinary times. For questions, please contact Scott Leaman at (916) 645-6350 between 9:00 and 12:00 or email sleaman@wpusd.org.

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

	STUDENT ENROLLMENT		
School	2019-2020 CALPADS	5/21/2020	6/1/2020
Sheridan Elementary (K-5)	64	59	59
First Street Elementary (K-5)	447	462	462
Carlin C. Coppin Elementary (K-5)	441	456	454
Creekside Oaks Elementary (K-5)	609	612	612
Twelve Bridges Elementary (K-5)	652	663	663
Foskett Ranch Elementary (K-5)	412	412	409
Lincoln Crossing Elementary (K-5)	698	698	698
Glen Edwards Middle School (6-8)	869	880	880
Twelve Bridges Middle School (6-8)	830	830	830
Lincoln High School (9-12)	2,071	2,018	2,018
Phoenix High School (10-12)	84	85	80
Atlas (K-12) (new 2019-2020)	40	34	34
SDC Program (18-22)	11	14	14
Non-Public Schools	31	33	32
TOTAL	7259	7,256	7,245

Italicized numbers updated 5/21/2020 (previous report included special education students counted twice in error)

SDC Pre-School

Foskett Ranch	21
First Street/LIP	94

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

August 18, 2020

WPUSD District Office/City Hall Building–Go To Meeting

600 Sixth Street, Lincoln, CA 95648

AGENDA

2019-2020 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

1. ANNOUNCEMENT: EXECUTIVE ORDER N-29-30 TELECONFERENCE FLEXIBILITY

This meeting is being held pursuant to the procedures established in Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. All board members may attend the meeting by teleconference. This meeting will be a telephone conference call only. The public may listen/participate via instruction listed prior to section 4 of the agenda.

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

5:00 P.M.

3. CLOSED SESSION – WPUSD District Office – Go To Meeting Conference call with Board Members not on site.

3.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

3.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

3.3 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release –

Open Session

Please join the meeting: Dial in using your phone United States +1(571) 317-3112 using
Access Code: 876-372-893

Regular Meeting of the Board of Trustees

August 18, 2020

Agenda

Submit comments: Email - Superintendent's Administrative Assistant, Maria Gonzalez at mgonzalez@wpusd.org or Telephone – Call Superintendent's Administrative Assistant at (916) 645-6350 between 9:00 a.m. – 12:00 p.m.

(If you will be speaking please make sure your audio is turned all the way down on any devices to avoid feedback issues)

6:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE –

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

4.1 Page 10- CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

4.2 Page 11 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

CPF15-514477

4.3 Page 12 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release -

5. Page 14-75 - CONSENT AGENDA

NOTICE TO THE PUBLIC

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

5.1 Certificated Personnel Report

5.2 Classified Personnel Report

5.3 Ratification of Contract with T-Mobile for Education and Western Placer Unified School District

5.4 Ratification of Contract with Box Tops for Education and Western Placer Unified School District – Scott Leaman Elementary School

5.5 Approve Contract Between Renaissance Learning and WPUSD/Lincoln Crossing Elementary School

5.6 Memorandum of Understanding MOU – STAR Science Theater Art Recreation (STAR) and Western Placer Unified School District

5.7 Ratification of Contract with Placer County Office of Education and Western Placer Unified School District.

5.8 Ratification of Contract with Placer County Office of Education and Western Placer Unified School District

5.9 CARS/Consolidated Application (Spring Release)

5.10 Donation Approval for Technology – Distance Learning

Roll call vote:

Regular Meeting of the Board of Trustees

August 18, 2020

Agenda

Submit comments: Email - Superintendent's Administrative Assistant, Maria Gonzalez at mgonzalez@wpusd.org or call (916) 645-6350 between 9:00 a.m. – 12:00 p.m.

(If you will be speaking please make sure your audio is turned all the way down on any devices to avoid feedback issues)

6. 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.

7. REPORTS & COMMUNICATION

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

8. ♦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.

8.1 Information *Page 77 – ANNUAL REPORT OF THE MEASURE “A” AND MEASURE “N” CITIZENS’ BOND OVERSIGHT COMMITTEE– Adell (20-21 G & O Component I, II, III, IV, V)*

8.2 Discussion/ Action *Page 78 – CONSIDER APPROVING RESOLUTION #20/21.2 – AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OR WORK/LACK OF FUNDS– Simon (20-21 G & O Component I, II, III, IV, V)*
Roll call vote:

8.3 Discussion/ Action *Page 82 – CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN WESTERN PLACER UNIFIED (WPUSD) AND WESTERN PLACER TEACHER’S ASSOCIATION (WPTA)– Simon (20-21 G & O Component I, II, III, IV, V)*

8.4 Discussion/ Action *Page 104 – CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN WESTERN PLACER UNIFIED (WPUSD) AND THE CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA); CHAPTER #741– Simon (20-21 G & O Component I, II, III, IV, V)*

8.5 Information/ Discussion *Page 111 – PLACER COUNTY WAIVER – Leaman (20-21 G & O Component I, II, III, IV, V)*

Regular Meeting of the Board of Trustees

August 18, 2020

Agenda

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- School Safety
- Health

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **September 1, 2020 6:00 P.M.**, Regular Meeting of the Board of Trustees – Go-To -Meeting

➤ **September 15, 2020 6:00 P.M.**, Regular Meeting of the Board of Trustees – Go-To -Meeting

11. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

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

Western Placer Unified School District

CLOSED SESSION AGENDA

Place: District Office/City Hall Bldg. – Go To Meeting

Date: Tuesday, August 18, 2020

Time: 5:00 P.M.

1. LICENSE/PERMIT DETERMINATION
 2. SECURITY MATTERS
 3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
 4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
 5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
 6. LIABILITY CLAIMS
 7. THREAT TO PUBLIC SERVICES OR FACILITIES
 8. **PERSONNEL**
 - * PUBLIC EMPLOYEE APPOINTMENT
 - * PUBLIC EMPLOYEE EMPLOYMENT
 - * PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 - * **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE**
 - * COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE
 9. CONFERENCE WITH LABOR NEGOTIATOR
 10. STUDENTS
 - * STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
 - * STUDENT PRIVATE PLACEMENT
 - * INTERDISTRICT ATTENDANCE APPEAL
 - * STUDENT ASSESSMENT INSTRUMENTS
 - * STUDENT RETENTION APPEAL, Pursuant to BP 5123
 - * DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION
1. **LICENSE/PERMIT DETERMINATION**
 - A. Specify the number of license or permit applications.
 2. **SECURITY MATTERS**
 - A. Specify law enforcement agency
 - B. Title of Officer
 3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
 - A. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
 - B. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
 - C. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
 - A. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
 - B. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.
5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
 - A. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
 - B. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.
6. **LIABILITY CLAIMS**
 - A. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.
 - B. Agency claims against.
7. **THREATS TO PUBLIC SERVICES OR FACILITIES**
 - A. Consultation with: specify name of law enforcement agency and title of officer.
8. **PERSONNEL:**
 - A. **PUBLIC EMPLOYEE APPOINTMENT**
 - a. Identify title or position to be filled.
 - B. **PUBLIC EMPLOYEE EMPLOYMENT**
 - a. Identify title or position to be filled.
 - C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
 - a. Identify position of any employee under review.
 - D. **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE**
 - a. It is not necessary to give any additional information on the agenda.
 - E. **COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION**
 - a. No information needed
9. **CONFERENCE WITH LABOR NEGOTIATOR**
 - A. Name any employee organization with whom negotiations to be discussed are being conducted.
 - B. Identify the titles of unrepresented individuals with whom negotiations are being conducted.
 - C. Identify by name the agency's negotiator
10. **STUDENTS:**
 - A. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
 - B. **STUDENT PRIVATE PLACEMENT**
 - a. Pursuant to Board Policy 6159.2
 - C. **INTERDISTRICT ATTENDANCE APPEAL**
 - a. Education Code 35146 and 48918
 - D. **STUDENT ASSESSMENT INSTRUMENTS**
 - a. Reviewing instrument approved or adopted for statewide testing program.
 - E. **STUDENT RETENTION/ APPEAL**
 - a. Pursuant to Board Policy 5123
 - F. **DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION**
 - a. Prevent the disclosure of confidential student information.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Kerry Callahan, Deputy Superintendent of
Educational Services

Gabe Simon, Assistant Superintendent
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent
Business and Operations

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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

DISTRICT GLOBAL GOALS

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SUBJECT:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of
Educational Services

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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SUBJECT:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/
DISMISSAL/RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 18, 2020

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.

CONSENT

AGENDA

ITEMS

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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

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SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabriel Simon *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

August 18, 2020

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**

August 18, 2020

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. Name: Jaime Becker
Position: Temporary 1st Grade Teacher
FTE: 1.0 FTE
Effective: August 14, 2020
Site: Foscett Ranch Elementary School
2. Name: Trevor Forbes
Position: Elementary SDC Teacher
FTE: 1.0 FTE
Effective: August 14, 2020
Site: Foscett Ranch Elementary School
3. Name: Casey McCormick
Position: Elementary SDC Teacher
FTE: 1.0 FTE
Effective: August 14, 2020
Site: Twelve Bridges Elementary School

REQUEST FOR LEAVE OF ABSENCE: None

RESIGNATIONS: None

RETIREMENTS: None

TRANSFERS/PROMOTIONS: None

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

August 18, 2020

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**

August 18, 2020

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Elide Castillo
 Position: Account Technician II
 FTE: 8.0 hours
 Days: 12 Months
 Effective: August 13, 2020
 Site: District Office

REHIRE:

1. Name: Michelle Callahan
 Position: School Clerk II
 FTE: 2.0 hours
 Days: 10 Months
 Effective: August 11, 2020
 Site: Creekside Oaks Elementary School

TRANSFER/PROMOTIONS:

1. Name: Catharine Meijer
 Position: School Clerk II
 FTE: 8.0 hours
 Days: 10 Months
 Effective: August 11, 2020
 Site: Scott M. Leaman Elementary School
2. Name: Tammy Lombard
 Position: Custodian/Groundsman
 FTE: 8.0 hours
 Days: 12 Months
 Effective: August 12, 2020
 Site: Scott M. Leaman Elementary School

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave): None

RESIGNATIONS:

1. Name: Catharine Meijer
 Position: Instructional Aide
 Effective: 2020/2021 school year
 Site: Creekside Oaks Elementary School
2. Name: Wendy Pannone
 Position: Paraprofessional
 Effective: 2020/2021 school year
 Site: Foskett Ranch Elementary

RESIGNATIONS CONTINUED:

3. Name: Kimberly Saunders
 Position: Paraprofessional
 Effective: 2020/2021 school year
 Site: Twelve Bridges Elementary School
4. Name: Abigail Castillo
 Position: After School Coordinator
 Effective: August 13, 2020
 Site: District Office

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.

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SUBJECT:

Ratification of Contract with
T-Mobile for Education 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:

General Fund

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with T-Mobile for Education and Western Placer Unified School District. The services include discounted or free mobile internet devices for a 2-year term starting on July 30, 2020. The total cost of services is \$21,840.00 which will be paid with the General Fund.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between T-Mobile for Education and Western Placer Unified School District.

T-Mobile for Education

EmpowerED Agreement (with Device Subsidy)

2-year Term

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below ("**Agreement Effective Date**"), is by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and **Western Placer Unified School District, a(n) California Education K-12**, with its principal place of business at **600 6th St., Suite 400, Lincoln, CA, 95648** ("**Customer**").

1. Term. The term of this Agreement is for 24 months from Agreement Effective Date and each line of Service will have a 2-year term from date of activation ("**Term**").

2. Underlying Agreement. Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's purchase and use of the Services will be governed by this Agreement and by this Agreement and the State of California NASPO 1907 with Signed State PA ("**Master Agreement**").

(a) The NASPO Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment Agreement No. 1907 ("**NASPO 1907 Agreement**") will expire on December 31, 2020. If Customer elects NASPO 1907 Agreement as the Master Agreement in Section 2 above, Customer agrees that this Agreement will be governed by the NASPO ValuePoint Wireless Data, Voice and Accessories Master Agreement No. MA176 and applicable Participating Addendum ("**NASPO MA176 Agreement**") effective on or before January 1, 2021.

(b) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

3. Offer/Pricing. Mobile Rate Plans include Mobile Device as listed below:

- Discounted or free mobile Internet devices dependent on rate plan as described below.

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Subsidy/line**
2GB	\$0	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$0 subsidy
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$100 subsidy/line
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	\$200 subsidy/line

**This internet connectivity device offer is subject to inventory availability;

* Prices above do not include applicable taxes and surcharges; not qualified for any further aggregate volume discount.

4. Total Order. Customer agrees to order the following lines of Service and, if applicable, Devices. Amounts below do not include any applicable taxes and surcharges:

Total # of Lines of Service	Rate Plan (check applicable rate plan)	Term Length (months)	Total Service Charge for Term	Pre-Subsidy Cost per Device	Total Pre-Subsidy Cost of Devices	Total Subsidy Amount to Customer under T-Mobile EmpowerED Program (Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement ¹
60	<input type="checkbox"/> \$0* <input type="checkbox"/> \$10 <input checked="" type="checkbox"/> \$20	24	\$ 28,800	\$ 84	\$ 5,040	\$12,000	\$21,840

¹Total Customer Commitment for Service and Device is equal to the Total Service Charge for Term added to the Total Pre-Subsidy Cost of Device subtracted from the Total Subsidy Amount to Customer under the T-Mobile EmpowerED Program.

S. (a) Requirements to qualify for Device Discount/Subsidy:

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the "**Device Discount/Subsidy Term**");
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (c) below;
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

(b) Device Discount/Subsidy on Customer's Master Account. Subject to the requirements in the Section above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

(c) Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment. If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/24th of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer's monthly bill.

6. Primary Contacts: The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

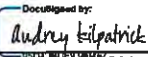
For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name of School/ Contact Name:	Western Placer Unified School District Audrey Kilpatrick, Assistant Superintendent
Address:	600 6 th St, Suite 400, Lincoln, CA, 95648
Telephone:	916-434-7268
Email:	akilpatrick@wpusd.org

This Agreement is executed by each Party's authorized representative as of the Agreement Effective Date.

Customer: Western Placer Unified School District	Contractor: T-Mobile USA, Inc.
Signature: 	Signature:
Printed Name: Audrey Kilpatrick	Printed Name:
Title: Asst. Supt. Businss & Operations	Title:
Date: 7/30/2020	Date:
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract with
Box Tops for Education and
Western Placer Unified School District -
Scott Leaman Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Asst. Supt. – Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Site Discretionary Funds

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

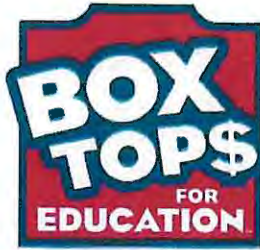
No

BACKGROUND:

The attached contract is for services with Box Tops for Education and Scott Leaman Elementary School. The services include a new enrollment with Box Tops for Education starting in the 2020-2021 school year. The cost of services will be paid with Site Discretionary Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Box Tops for Education and Scott Leaman Elementary School.



☒ **School Enrollment Request***

☐ **School Update Request**

*I have visited BTFE.com, read the official rules (www.boxtops4education.com/official-rules), and confirm that our K-8 school meets the eligibility requirements.

Requesting Administrator Name: Reno Penders Email: rpenders@wpusd.org

For Update Request Only –School ID: _____ and provide updated school name, address or grade range below

School Name (no acronyms; checks will be made out in the school name): Scott M. Leaman Elementary School

School Physical Address: 1200 Brentford Circle City: Lincoln

State: CA Zip Code: 95648 School Phone: (916) 409-2401

School Mailing Address (if different from physical address): _____

City: _____ State: _____ Zip Code: _____

Principal Name (if different from above): Reno Penders

Principal Email: rpenders@wpusd.org School Website: smles.wpusd.org

Beginning Grade: Pre-School End Grade: 5 Student Count: 650 Faculty Count: 24

School Type (schools must contain one or more grades from K - 8; choose one):

<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Military (DoD)
<input type="checkbox"/> Private/Parochial (must provide proof of 501c3 letter or proof of state tax exemption)	<input type="checkbox"/> Home School/Home School Association (must provide proof of 501c3 letter or proof of state tax exemption, student count by grade, and curriculum)

School Administrator Signature**:

Date:

Audrey Kilpatrick Asst Supt of Business Svs and Operations

Signature Required for New Enrollment and Update. **For New Enrollment: I have visited BTFE.com, searched by zip code, and confirm that this school is not currently enrolled in the Box Tops for Education Program.

For Office Use Only

- | | |
|--|--|
| <input type="checkbox"/> Approved: School ID _____ | <input type="checkbox"/> Update Reviewed and Approved |
| <input type="checkbox"/> Declined: Grade range too low or too high | <input type="checkbox"/> Declined: Duplicate. Use School ID: _____ |
| <input type="checkbox"/> Declined: Documentation not provided | <input type="checkbox"/> Declined: Other _____ |
| <input type="checkbox"/> 501c3 or state tax exemption | <input type="checkbox"/> Student count by grade |
| | <input type="checkbox"/> Curriculum |

School eligibility will be determined by General Mills in its sole discretion. General Mills reserves the right to conduct its own research and/or request documentation (including without limitation proof of 501(c)(3) status and tax identification numbers) to verify eligibility for participation in the Box Tops for Education program. General Mills may deny participation in the program for failure to meet any of the verification or eligibility requirements.

Note that by participating in the Box Tops for Education Program, schools grant publicity rights to General Mills to use the school's earnings information and identifying information, including name and city, in promotional and marketing materials in all forms of media, in perpetuity.

Please complete, sign and date the form, scan to create a .pdf, and send to questions@boxtops4education.com. Be sure to include any required documentation as noted above. Please allow 30 days to process.

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 Renaissance Learning
And WPUSD/Lincoln Crossing Elementary School

REQUESTED BY:

Audrey Kilpatrick 
Assistant Supt. - Business and Operations

DEPARTMENT:

Business Services

MEETING DATE:

August 18, 2020

AGENDA ITEM AREA:

Consent

ENCLOSURES:

Yes

FINANCIAL INPUT/SOURCE:

Site Supplemental Funds

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is between Renaissance Learning and Western Placer Unified School District/Lincoln Crossing Elementary School for the subscription for Accelerated Learning services at the school site. The agreement term is for the 2020-21 school year. The \$2,970.35 fee will be paid with school site Site Supplemental funds.

RECOMMENDATION:

Administration recommends the Board ratify the agreement for fiscal budget services between Renaissance Learning and Western Placer Unified School District/Lincoln Crossing Elementary School.

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Quote
2342141

Lincoln Crossing Elementary School - 2372671
635 Groveland Ln
Lincoln, CA 95648-8013
Contact: Jennifer Hladun - (916) 434-5292
Email: jhladun@wpusd.k12.ca.us

Reference ID: 435159
Created: 06/10/2020

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$2,970.35
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$2,970.35

This quote includes: Renaissance Accelerated Reader and Renaissance Star Reading.

By signing below, you

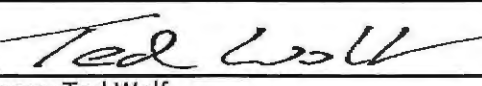
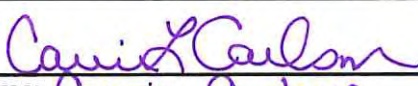
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- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the US Privacy Notice located at <https://doc.renlearn.com/KMNet/R60990.pdf?int=https://www.renaissance.com/privacy/>.

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If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: ☒

Renaissance Learning, Inc.	Lincoln Crossing Elementary School - 2372671
	By: 
Name: Ted Wolf	Name: Carrie Carlson
Title: VP - Corporate Controller	Title: Director of Business Services
Date: 06/10/2020	Date: 8/5/2020
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Matt McGary at (800)713-1077, Thank You.

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Quote
2342141

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United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote Details				
Lincoln Crossing Elementary School - 2372671				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	08/01/2020 - 07/31/2021	233	\$7.15	\$1,665.95
Star Reading Subscription	08/01/2020 - 07/31/2021	112	\$4.95	\$554.40
Platform Services				
Annual All Product Renaissance Platform	08/01/2020 - 07/31/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Lincoln Crossing Elementary School Total			USD \$2,970.35	

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Federal I.D. 39-1559474
www.renaissance.com

Quote
2342145

Lincoln Crossing Elementary School - 2372671

635 Groveland Ln

Lincoln, CA 95648-8013

Contact: Jennifer Hladun - (916) 434-5292

Email: jhladun@wpusd.k12.ca.us

Reference ID: 435159

Created: 06/10/2020

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$510.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$510.00

This quote includes: Renaissance Accelerated Reader and Renaissance Star Reading.

By signing below, you

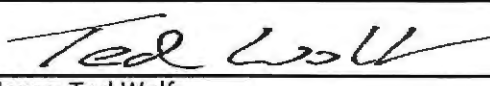

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Please check here if your organization requires a purchase order prior to invoicing: ☒

Renaissance Learning, Inc.	Lincoln Crossing Elementary School - 2372671
	By: 
Name: Ted Wolf	Name: Carrie Carlson
Title: VP - Corporate Controller	Title: Director of Business Services
Date: 06/10/2020	Date: 8/3/2020
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

Phone: (877)444-3172

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Phone: (800) 338-4204 | Fax: (877) 280-7642
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Quote Details				
Lincoln Crossing Elementary School - 2372671				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	01/01/2021 - 07/31/2020	100	\$3.00	\$300.00
Star Reading Subscription	01/01/2021 - 07/31/2020	100	\$2.10	\$210.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Lincoln Crossing Elementary School Total			USD \$510.00	

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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:

Memorandum of Understanding MOU –
STAR Science Theater Art Recreation (STAR) and
Western Placer Unified School District

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business & Operations

DEPARTMENT:

Business Services

MEETING DATE:

August 18, 2020

AGENDA ITEM AREA:

Consent

ENCLOSURES:

Yes

FINANCIAL INPUT/SOURCE:

Facilities Use Funds Revenue

ROLL CALL REQUIRED:

No

BACKGROUND:

The enclosed MOU with STAR and Western Placer Unified School District is for the 2020-21 school year. The programs to be provided for District school age students will be in person instruction before and after school, distance learning with full day child care, and summer programs as well as preschool programs on District facilities. The District has partnered for a number of years with STAR for the services included in the MOU. The programs will be held at, Carlin C. Coppin, Creekside Oaks Elementary, Foskett Ranch Elementary, Lincoln Crossing Elementary, Twelve Bridges Elementary, and Scott M. Leaman Elementary schools. All facilities use agreements and other documentation have been prepared and submitted by STAR to the District. STAR will be invoiced for the appropriate facilities use fees to use WPUSD facilities.

RECOMMENDATION:

Administration recommends that the Board ratify the MOU with STAR and Western Placer Unified School District for the 2020-21 school year.

MEMORANDUM OF UNDERSTANDING

Between STAR Science Theater Art Recreation and Western Placer Unified School District

2020-21

The following Memorandum of Understanding (MOU) sets forth the terms and conditions for a partnership between Western Placer Unified School District (WPUSD) and Science Theater Art Recreation (STAR) and begins on August 20, 2020 and ends on June 11, 2021. This MOU may be extended for one additional year term if so requested by both parties. The goal of this partnership is to improve the academic performance of WPUSD students and meet the diverse needs of WPUSD teachers, students, and their families.

The Students and Families

- 1 The students in STAR school age program will come from WPUSD only; enrollment will be opened to all children of school age. Enrollment for STAR Galaxy can include, at the discretion of the Director and/or the School Board, students who will be eventually enrolled by the school.
- 2 WPUSD and STAR reserve the right to restrict any student from attending the STAR program for behavioral disruptions after reasonable attempts by WPUSD or STAR to provide necessary, positive behavioral supports to that student have failed to curb the behavioral disruptions. WPUSD and STAR may restrict any student from attending the STAR program without reasonable attempts to curb the behavior of the student if the safety of the child or other children is at risk. Neither WPUSD nor STAR have the right to override the decision of the other party to restrict student access to the program.
- 3 All students who use the program must complete online enrollment process prior to accessing the program. WPUSD students will attend based upon STAR tuition rates. STAR agrees to offer a 10% discount on monthly tuition to WPUSD employees. STAR offers multiple family discounts. A family with 2 children in the program will receive a 10 % discount on the lesser of the two monthly totals. A family with 3 or more children in the program will receive a 10 % discount on monthly total. Priority registration will be given to WPUSD employees and for this year only, with the allowance of employees to enroll non-WPUSD students into STAR only during full distance learning.
- 4 WPUSD students who are unable to afford tuition for STAR Galaxy (before and after school program) due to hardship may be eligible for a partial scholarship, if available, as determined by STAR.
- 5 STAR will maintain emergency contact information for all students and may contact those on the list for the purpose of ensuring the well-being of students.

Academic Program

- 6 WPUSD teachers will inform parents of children that are underperforming academically, that the school is partnering with STAR and that STAR's mission is to help children socially and academically. WPUSD staff and teachers will inform parents of STAR's availability as an option for all students but especially for those students who are in need of additional academic support.

- 7 STAR will consult with WPUSD teachers regarding individual student work, needs and upcoming assignments. WPUSD teachers will be made available at the discretion of the WPUSD site Principal for the purpose of communicating the strengths and needs of students. WPUSD agrees to allow STAR to utilize the District WiFi on all campuses.
 - 8 STAR will align curriculum with California State Standards and/or California Common Core State Standards (CCCSS) for appropriate grade levels. STAR Homework Club will address curriculum and assignments from district teachers.
 - 9 STAR will seek input from WPUSD teachers on program success and possible modifications. WPUSD agrees that its teachers will work with STAR teachers to promote this collaboration.
 - 10 STAR may collect data, if available and if parents have authorized access to academic records and progress, on homework completion and classroom performance of students enrolled in STAR before and after joining the program.
 - 11 STAR and WPUSD will include mutual links on their respective web sites for the purpose of educating families and other educational institutions about each organization and their programs.
 - 12 STAR will notify the WPUSD site Principal of any incident that requires emergency medical assistance, legal liability, police intervention, or maintenance by the district for safety purposes.
 - 13 WPUSD will assist in STAR's outreach to the WPUSD parent community so as to ensure that families are well educated about the program. WPUSD agrees to refer STAR to its families at sites at which there are STAR programs by:
 - a Allowing STAR to include information in folders that are sent out to parents.
 - b Adding information about STAR and related materials periodically to mailings to its families.
 - c Keeping informational material about STAR in a highly visible place near the schools' entrances and in the school office.
 - d In schools where email is a form of communication the school may provide the parent email list to STAR or may provide the means for STAR to communicate with the WPUSD parent community by email for the sole purpose of keeping parents informed and reminded of the STAR program.
- 1 Parents will all be given the option to "opt out" of receiving STAR correspondence via email.

Other

- 14 WPUSD will provide STAR school age access to designated STAR classrooms on each school site to facilitate the program one hour before and after program start and end times whenever possible, to ensure the space is cleaned and re-set for the following day's use. WPUSD will be responsible for routine maintenance of the facility as requested through the WPUSD work order process. STAR will be responsible for any damage to the facility as a result of negligence by STAR employees.

15 STAR is located on the following district campuses and offers care during the hours listed:

Distance Learning - Full Day Child Care

- Creekside Oaks Elementary School - Galaxy Program: 7:00a.m. - 5:30 p.m.
- Lincoln Crossing Elementary School - Galaxy Program: 7:00a.m. - 5:30 p.m.
- Twelve Bridges Elementary School - Galaxy Program: 7:00a.m. - 5:30 p.m.
- Scott Leaman Elementary School - Galaxy Program: 7:00a.m. - 5:30 p.m.

In Person Instruction - Before and After School Child Care

- Carlin C. Coppin Elementary School - Galaxy Program: 7:00a.m. - 8:00a.m. & 12:30p.m. - 5:30p.m.
- Creekside Oaks Elementary School - Galaxy Program: 7:00a.m. - 8:00a.m. & 12:30p.m. - 5:30p.m.
- Foscett Ranch Elementary School - Galaxy Program: 7:00a.m. - 8:00a.m. & 12:30p.m. - 5:30p.m.
- Lincoln Crossing Elementary School - Galaxy Program: 7:00a.m. - 8:00a.m. & 12:30p.m. - 5:30p.m.
- Twelve Bridges Elementary School - Galaxy Program: 7:00a.m. - 8:00a.m. & 12:30p.m. - 5:30p.m.
- Scott Leaman Elementary School - Galaxy Program: 7:00a.m. - 8:00a.m. & 12:30p.m. - 5:30p.m.

STAR will communicate with WPUSD if more rooms are needed, based on enrollment. If there is a lack of enrollment for any one portion of the STAR program at any campus, STAR will dissolve that portion of the program with as much notice as possible to WPUSD and affected families. If there is a need for additional care at a specific campus that is not currently being offered, STAR will make every effort to accommodate the needs of that campus.

- 16 STAR agrees to pay facilities fees based on the Board approved fees schedule for preferential long-term users. WPUSD agrees to provide STAR with 90 days' notice for any fee increase. WPUSD agrees to provide STAR a 50 % rent decrease, due to the fiscal impact that lower enrollment and ratios have had during this time. STAR has based their tuition rates on this rent decrease. The current fee schedule is available on the WPUSD website.
- 17 Dates of occupancy for STAR programs during the school year, academic holidays, and summer months, as well as dates of non-occupancy due to cleaning schedules, will be noted on the Facilities Use forms, and will be completed once WPUSD school calendar is established each year for the following July 1 – June 30 school year.
- 18 Due to California Social Services restrictions, WPUSD will not plan activities in STAR Galaxy designated STAR classrooms on each school site one hour before and after program start and end times. WPUSD will not plan activities in the STAR Nova space during time designated for the STAR NOVA classes without identifying a temporary alternative well in advance of any schedule or location change.
- 19 STAR will leave classrooms and all site space utilized by STAR in clean and neat condition at the end of each day's program. All STAR supplies and equipment will be safely and properly stored away at the end of each day by STAR staff. STAR agrees to ensure that the classrooms that are allocated for the program are left in the same condition or in better condition than they were left in prior to the beginning of daily programming.
- 20 A representative of STAR will be given access and keys to the building and building alarm procedures for space used during "off hours" to facilitate any STAR related work that must be completed.
- 21 All STAR staff are qualified by the requirements of California Social Services regulations for school age teachers.
- 22 STAR and WPUSD agree that neither party will interview or hire teachers or assistants that are currently employed by either STAR or WPUSD without first consulting with the other party.


- 23 STAR will provide WPUSD with a certificate of insurance with endorsement naming Western Placer Unified School District as an additional insured to cover \$1,000,000 of general liability insurance.
- 24 STAR reserves the exclusive right to determine the investment made in the WPUSD facility for the purpose of after school programming; however, the intention of STAR is to procure materials, furniture, and equipment and to create space for an after-school enrichment area and/or activity and study rooms that meets the needs of the STAR after school program.
- 25 All STAR employees will be required to undergo background checks to include livescans and tuberculosis tests to ensure that they are eligible to work with the children that will be in their care. This is a function that will be the responsibility of STAR to facilitate and maintain. Records of background checks will be made available to WPUSD administration upon request.
- 26 STAR will be responsible for all accounting functions associated with this program including determining the FTE of scholarship and non-scholarship students, billing students and collecting fees from students or their parents/guardians. WPUSD teachers and staff will not assist in collecting unpaid fees.
- 27 During the time that is covered by this agreement, WPUSD agrees not to bring into any school site which currently offers the STAR program another after-school program that would compete with any part of STAR to provide a balanced after school program. District programs that are offered by WPUSD are exempt from this restriction
- 28 STAR will hold a Summer Camp program on one district assigned campus and will require additional classrooms, which will be requested through WPUSD facility request forms.
- a STAR personnel will be able to set-up in classrooms the Friday before the start of summer camp beginning at 3:15pm.
 - b If there are any teachers that are still closing down their classrooms STAR must be sensitive to the teachers needs to prepare their rooms for summer.
 - c Only magnets or magnetic clips will be used on all doors. No tape will be used on doors or carpets.
 - d STAR will offer camps to incoming Kindergarten through incoming 7- grade children.
 - e STAR will not use any district computers in the classrooms.
 - f STAR will not access teacher work rooms.
 - g STAR will only apply sunscreen outside the classrooms.
 - h STAR staff is responsible for taking all trash out and placing it by the trash compactor daily.
 - i WPUSD custodian(s) will be responsible for: cleaning and stocking student and staff restrooms daily, mopping the gym floor prior to 6:30am or after 5:30pm daily, and vacuuming and mopping classrooms used by STAR every other day. STAR will be billed for actual custodial time spent for the Summer Camp program – as noted on the Facility Use Form.
 - j Summer camp will begin the first Monday following the last day of school and STAR will vacate the district assigned campus a minimum of two weeks prior to the start of school, allowing WPUSD custodial staff time to deep clean and prepare the classrooms used by STAR for the school year. The last two weeks of STAR summer camp will be held amongst the remaining STAR campuses.

k On an annual basis, STAR and WPUUSD will review alternating the district assigned campus between the district's campuses order to not negatively impact one specific school site every year.


- 29 STAR shall indemnify and hold WPUUSD harmless from and against any judgment, loss, damage, liability, cost and expense incurred in connection with or arising from any claim, suit, action or proceeding against STAR and/or WPUUSD to the extent the basis of such claim is (i) the willful or negligent act or omission of STAR in connection with this agreement or (ii) that a third party has been or may be injured or damaged in any way by any material breach by STAR of its duties, representations, or warranties under this agreement. WPSUD will be held responsible for any district negligence.
- 30 This is the entire agreement and any changes to this agreement must be in writing and approved by both STAR and WPUUSD.
- 31 This agreement can be terminated by either party with 90 days' written notice.
- 32 This agreement shall be construed and enforced pursuant to the laws of the State of California. Any disputes arising out of this Agreement shall be brought in the courts of the State of California.

MEMORANDUM OF UNDERSTANDING
Between WPUUSD & STAR

WPUUSD

NAME: Audrey Kilpatrick
POSITION: Asst Supt of Business Svs and Operations

SIGNATURE
DATE: 8/6/20

STAR

NAME: Michelle Brashier
POSITION: Regional Administrator

SIGNATURE
DATE: 8/6/2020

..... End

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 Placer County
Office of Education and Western Placer
Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Maintenance & Operations General Fund

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for consulting services with PCOE and Western Placer Unified School District for the PCOE Clean Water Strategies for the 2020-21 fiscal year. The agreement includes specialized services to provide a group training workshop, annual evaluations, and ongoing monitoring support to fulfill the requirements specified in the California General Permit for Storm Water Discharges associated with Industrial Activities which was adopted by the State Water Resources Control Board on April 1, 2014. The cost of these services is \$3,305.63 and will be paid with the Maintenance & Operations General Fund.

RECOMMENDATION:

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



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

Gayle Garbolino-Mojica, County Superintendent of Schools

Date: April 10, 2020

AGREEMENT FOR PCOE CONSULTING SERVICES

This agreement ("Agreement") for consulting services offered by the Placer County Office of Education (PCOE) is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of PCOE and **WESTERN PLACER UNIFIED SCHOOL DISTRICT** ("Agency"). This Agreement is effective when signed by PCOE and Agency and for reference only is dated July 1, 2020.

1.0 SCOPE OF SERVICES

PCOE, through Clean Water Strategies Inc. ("Consultant") shall provide specialized consulting services to Agency as described below or (in Attachment A).

2.0 FEES

Agency shall pay a maximum amount to PCOE as described in Attachment A as full payment for all specialized services set forth herein. Any additional expenses such as travel, materials, copying etc. shall be paid as described in Attachment A.

3.0 RECORDS

Any records shall be maintained and stored by the Agency as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

4.0 WORK PRODUCT

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

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

5.0 TERM

The term of this Agreement shall be from July 1, 2020, through June 30, 2023.

6.0 TERMINATION

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

7.0 PAYMENT

PCOE will invoice Agency within thirty (30) calendar after services have been provided. Agency shall pay fees within thirty (30) after receiving an invoice from PCOE.

8.0 AMENDMENTS

Any amendments to this Agreement shall be in writing and signed by both parties.

9.0 STATUS OF CONSULTANT

The consulting services are being provided by PCOE salaried employee and not of the Agency. Any and all employer payroll tax and retirement related payments on behalf of individual are to be made by PCOE.

10.0 CERTIFICATION

The Agency shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by PCOE on behalf of Agency. The Agency shall be responsible for meeting any certification requirements and if necessary, for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports that PCOE prepares on behalf of Agency.

11.0 HOLD HARMLESS AND IDEMNIFICATION


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

12.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

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

PLACER COUNTY SUPERINTENDENT OF SCHOOLS


 Gayle Garbolino-Mojica

4/20/2020


Date

AGENCY

Western Placer Unified School District

Name of Agency

Audrey Kilpatrick


 (Signature of Agency Representative)

8/12/20

Date

Asst Supt of Business Svs and Operations

Title



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

Gayle Garbolino-Mojica, County Superintendent of Schools

Date: April 10, 2020

ATTACHMENT A – SCOPE OF SERVICES AND/OR FEE SCHEDULE

The Placer County Office of Education (PCOE), through Clean Water Strategies Inc. ("Consultant"), provides storm water services to Agency and assists them in complying with the current California General Permit for Discharges of Storm Water Associated with Industrial Activities (IGP), which was adopted by the State Water Resources Control Board on April 1, 2014 as Order 2014-0057-DWQ.

Consultant will provide the services described below to the Agency. The proposed services would be for three years: 2020-2021, 2021-2022, and 2022-2023.

Consultant will provide the services described below to the Agency. Services shall include, but may not be limited to, the following components:

Task 1- New Participants

(Omitted – New Participants)

Task 2A - Group Training Workshop

CONSULTANT will conduct one workshop for all participants each year at the PCOE offices in Auburn, California. The purpose of the workshop would be to provide training for school district personnel regarding the SWPPP best management practices (BMPs) and monitoring requirements.

Task 2B - Annual Comprehensive Facility Compliance Evaluations

Consultant will conduct Annual Evaluations at each school bus maintenance facility accompanied by district staff. This task will include verification that the monitoring records are complete and the SWPPP is being properly implemented; inspection of all areas of industrial activity, all drainage areas, BMPs that are included in the SWPPP and an assessment of BMP effectiveness. The results from the Annual Evaluation will be summarized in a report and submitted to the district for signature.

A site visit will be scheduled and conducted with district site managers or other personnel who are most familiar with how the existing SWPPP has been implemented and how the monitoring has been conducted. Objectives for the initial visit will include confirming the site configuration, visually assessing the existing storm water drainage features and potential sources of industrial storm water pollutants and conceptually identifying potential future BMPs that may be needed if NALs are exceeded. In addition, this visit will foster developing relationships with facility personnel responsible for SWPPP implementation.

Task 2C - Monitoring Support

Consultant will Monitor district progress in collecting storm water samples and performing other required monitoring and advise district when major storm events are anticipated in district vicinity (when sample collection requirements have not yet been met).

District personnel will perform monthly inspections, visual observations, and stormwater sample collection consistent with the IGP requirements and the Monitoring Implementation Plan (MIP) at each site. We request district personnel gather the laboratory reports and completed stormwater-compliance related forms and provide them to Consultant via email each month.

We will track, review, and evaluate inspection, monitoring, and sampling data. Stormwater monitoring data including inspections and observations will be reviewed so potentially important results are communicated, and response actions can be formulated and implemented in a timely manner. BMP performance will be, in part, assessed based on the incoming data and communications will be made with district personnel with suggestions to modify or update BMPs as needed. It is important deficiencies and potential issues will be communicated with the districts after review of site inspections and data so timely corrective actions can be taken if needed.

Consultant will Review the Sampling Event Visual Observation records prepared by the district and the storm water sample analyses prepared by the laboratory to verify that there are no apparent analytical errors and that the analysis meets the IGP requirements.

If there are any questions regarding the laboratory report, Consultant will confer with the analytical laboratory and, if needed, request a revised laboratory report. If the storm water sample results appear valid, Consultant will upload the data onto the SMARTS website as required by the IGP.

Consultant will confer with the district if any of the sample results exceed one or more of the Numeric Action Levels (NALs) specified in the IGP. Consultant will provide recommendations regarding potential corrective actions that could be taken by the district based on the specific NAL exceedance(s).

Task 2D - Annual Reports

Consultant will prepare an electronic on-line annual report for each school district to submit to the SWRCB via the SMARTS website by July 15 of each year. The draft reports will be prepared based on observation records prepared by each district, the storm water sample analyses, and the results from the Annual Evaluation. Consultant will notify the district when the annual report is ready for review, certification, and submittal.

The report will include an explanation for non-compliance, revisions made to the SWPPP, and the dates of the Annual Evaluation. The information in these annual reports should be reviewed and discussed before the annual report is submitted.

IGP Permit Fee Schedule per District

Fiscal Year	IGP costs due to PCOE
2020-2021	\$3305.63
Annual Cost for Existing Participant	\$3305.63

Fiscal Year	IGP costs due to PCOE
2021-2022	\$3405.60
Annual Cost for Existing Participant	\$3405.60

Fiscal Year	IGP costs due to PCOE
2022-2023	\$3508.80
Annual Cost for Existing Participant	\$3508.80

These services will be billed annually pursuant to the pay schedule identified in Section 7.0 of the Agreement for Consulting Services herein.

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 Placer County
Office of Education and Western Placer
Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Maintenance & Operations General Fund

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for consulting services with PCOE and Western Placer Unified School District for the PCOE Clean Water Strategies for the 2020-21 fiscal year. The agreement includes specialized services to provide a group training workshop, annual evaluations, and ongoing monitoring support to fulfill the requirements specified in the California General Permit for Storm Water Discharges from Small Municipal Storm Sewer Systems (Small MS4 Permit). The Small MS4 Permit was adopted by the State Water Resources Control Board on February 5, 2013. The cost of these services is \$3,461.50 and will be paid with the Maintenance & Operations General Fund.

RECOMMENDATION:

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



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Date: April 10, 2020

AGREEMENT FOR PCOE CONSULTING SERVICES

This agreement ("Agreement") for consulting services offered by the Placer County Office of Education (PCOE) is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of PCOE and **WESTERN PLACER UNIFIED SCHOOL DISTRICT** ("Agency"). This Agreement is effective when signed by PCOE and Agency and for reference only is dated July 1, 2020.

1.0 **SCOPE OF SERVICES**

PCOE, through Clean Water Strategies, Inc. ("Consultant") shall provide specialized consulting services to Agency as described below or (in Attachment A).

2.0 **FEES**

Agency shall pay a maximum amount to PCOE as described in Attachment A as full payment for all specialized services set forth herein. Any additional expenses such as travel, materials, copying etc. shall be paid as described in Attachment A.

3.0 **RECORDS**

Any records shall be maintained and stored by the Agency as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

4.0 **WORK PRODUCT**

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

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

5.0 TERM

The term of this Agreement shall be from July 1, 2020, through June 30, 2023. If new permit reissuance is delayed, Agency may extend year to year until reissued permit requirements are clear.

6.0 TERMINATION

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

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The consulting services are being provided by PCOE salaried employee and not of the Agency. Any and all employer payroll tax and retirement related payments on behalf of individual are to be made by PCOE.

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

12.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and no party

has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

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

PLACER COUNTY SUPERINTENDENT OF SCHOOLS


 Gayle Garbolino-Mojica

4/21/2020

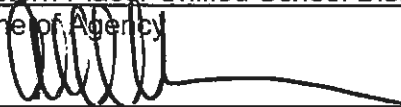
Date

AGENCY

Western Placer Unified School District

Name of Agency

Audrey Kilpatrick


 (Signature of Agency Representative)

8/12/20
 Date

Asst Supt of Business Svs and Operations

Title



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Gayle Garbolino-Mojica, County Superintendent of Schools

Date: April 10, 2020

ATTACHMENT A – SCOPE OF SERVICES AND/OR FEE SCHEDULE

The Placer County Office of Education (PCOE), through Clean Water Strategies, Inc. ("Consultant"), provides storm water services, assisting Agency voluntarily implement requirements specified in the California General Permit for Storm Water Discharges from Small Municipal Storm Sewer Systems (Small MS4 Permit). The existing Small MS4 Permit was adopted by the State Water Resources Control Board (SWRCB) on February 5, 2013. Agency is not currently designated (required to comply with the Small MS4 Permit).

Consultant will provide the services described below to the Agency in implementing the BMP's required by the Small MS4 General Permit.

Services shall include, but may not be limited to, the following components:

Task 1- Annual Meeting

Consultant will conduct an annual meeting with staff at each school district to clarify the Small MS4 Permit requirements, answer questions and observe conditions at district facilities, discuss progress in implementation of storm water best management practices (BMPs), and set goals for tasks that can be reasonably completed during the following twelve months. The results from discussions during the meeting will be summarized in an annual progress report submitted to the district.

Consultant will facilitate establishing measurable goals and objectives consistent with achieving Small MS4 Permit compliance. Consultant recognizes that non-traditional Small MS4s (school districts) are very different than traditional MS4s (cities) and will focus on the school district environment and characteristics. The goals and objectives will be designed to enable the districts to demonstrate program effectiveness and gauge the level of permit compliance. The goals and objectives will also reflect the unique needs, resources, and characteristics of the district.

Goals and objectives will be established on a district-wide basis and keeping in mind watershed or resource issues or planning and district development issues. The Small MS4 Permit establishes Task Descriptions and Implementation Levels expected of Non-traditional Small MS4's for each required control measure including:

PROGRAM MANAGEMENT

EDUCATION AND OUTREACH PROGRAM

PUBLIC INVOLVEMENT AND PARTICIPATION PROGRAM

ILLEGAL DISCHARGE DETECTION AND ELIMINATION PROGRAM

CONSTRUCTION SITE RUNOFF CONTROL PROGRAMPOLLUTION PREVENTION/GOOD HOUSEKEEPING FOR PERMITTEE OPERATIONS PROGRAMPOST CONSTRUCTION STORM WATER MANAGEMENT PROGRAMPROGRAM EFFECTIVENESS ASSESSMENT AND IMPROVEMENTTOTAL MAXIMUM DAILY LOADS COMPLIANCE REQUIREMENTS

A key part of our approach will be to foster implementation of the goals to be practicable for a school district environment.

Task 2 - Annual Storm Water Training Workshop

Consultant will Conduct Annual Storm Water Training Workshops at the PCOE offices in Auburn, California. The purpose of the Annual Storm Water Training Workshop will be to address overall Permit implementation issues and priorities; provide a summary of overall Placer County school district progress towards implementing best management practices specified in the Small MS4 Permit; and to keep the districts informed regarding the status of the statewide Small MS4 Permit update process and how that can impact school district construction and operations.

Consultant will focus on assisting participating Placer County school districts to voluntarily implement requirements specified in the Small MS4 Permit adopted by the SWRCB on February 5, 2013 as practicable. Consultant will also track SWRCB progress on updating the existing permit and will keep districts up to date as new information is available.

Task 3 – Review Draft Permit, engagement and communications on Behalf of PCOE Members

It is currently anticipated that a workshops on the draft permit will commence in March 2019 for public engagement and comment. Consultant recommends that the PCOE districts develop a joint engagement approach and comment letters as appropriate to submit for SWRCB consideration. Consultant will review draft permit language, engage with members, and develop draft comment letter(s). The draft comment letter(s) will be circulated to PCOE and to PCOE districts for input. After receiving input from PCOE and the districts, Consultant will finalize the letter(s) for submission to the SWRCB. Consultant will also attend the SWRCB workshops and/or hearings on the Small MS4 Permit update and communicate updates to members.

Small MS4 Permit Fee Schedule per District

Fiscal Year	Small MS4 costs due to PCOE
2020-2021	\$3461.50
TOTAL OF CONTRACTED SERVICES	\$3461.50

Fiscal Year	Small MS4 costs due to PCOE
2021-2022	\$3564.70
TOTAL OF CONTRACTED SERVICES	\$3564.70

Fiscal Year	Small MS4 costs due to PCOE
2022-2023	\$3672.20
TOTAL OF CONTRACTED SERVICES	\$3672.20

Work outside of the proposed scope of work will not be performed without prior written authorization. The billing rate by CWS to the Agency for additional services will be \$120 - 165 per hour depending on the task.

These services will be billed annually pursuant to the pay schedule identified in Section 7.0 of the Agreement for Consulting Services herein.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

CARS/Consolidated Application (Spring Release)

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Spring Con App 2020

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Annual Federal Categorical Revenues

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The Consolidated Application (Con App) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. Due to COVID-19, the timeline for the Con App was delayed.

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

RECOMMENDATION:

Administration recommends that the board approve the spring release of the Con App.

2020-21 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca20assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Carrie Carlson
Authorized Representative's Signature	
Authorized Representative's Title	Director of Business Services
Authorized Representative's Signature Date	08/03/2020

*****Warning*****

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2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Kerry Callahan
Authorized Representative's Title	Deputy Superintendent, Educational Services
Authorized Representative's Signature Date	08/03/2020
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2020-21 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) / District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	06/21/2019
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Kerry Callahan
Authorized Representative's Title	Deputy Superintendent, Educational Services

*****Warning*****

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2020-21 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/18/2020
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Minerva Bermudez
DELAC review date	01/23/2020
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

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2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support)	Yes
ESSA Sec. 4101	
SACS 4127	

Warning

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2020-21 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$114.40
Estimated English learner student count	580
Estimated English learner student program allocation	\$66,352

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$65,051
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$0
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,301
Total budget	\$66,352

*****Warning*****

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2020-21 Title III Immigrant Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$104.70
Estimated immigrant student count	60
Estimated immigrant student program allocation	\$6,282

Note: Eligibility criteria

A local educational agency which has 21 or more eligible immigrant students and has experienced a significant increase of one percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$5,949
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$333
Total budget	\$6,282

*****Warning*****

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2020-21 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Arturo Ambriz, Fiscal Oversight and Support Office, AAmbriz@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2020-21 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	None known.

*****Warning*****

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2019-20 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2019 through June 30, 2020

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, abobadilla@cde.ca.gov, 916-319-0208

Lisa Fassett (Program), Standards Implementation Support Office, lfassett@cde.ca.gov, 916-323-4963

2019-20 Title II, Part A allocation	\$143,533
Transferred-in amount	\$0
Transferred-out amount	\$0
2019-20 Total allocation	\$143,533

Professional Development Expenditures

Professional development for teachers	\$47,063
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	\$34,333
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$5,927
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$87,323
2019-20 Unspent funds	\$56,210

*****Warning*****

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2019-20 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2019 through June 30, 2020.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

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

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

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

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

2019-20 Title III EL student program allocation	\$64,783
Transferred-in amount	\$0
2019-20 Total allocation	\$64,783
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$11,850
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$4,007
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$844
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$502
Total year-to-date expenditures	\$17,203
2019-20 Unspent funds	\$47,580

*****Warning*****

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2019-20 Title IV, Part A LEA Use of Funds Report

A use of funds report of year-to-date expenditures by activity.

CDE Program Contact:

Federal Programs and Reporting Office, TitleIV@cde.ca.gov, -

2019-20 Title IV, Part A LEA allocation	\$51,323
Transferred-in amount	\$0
Total funds transferred out of Title IV, Part A	\$0
Total LEA Reservations	\$2,666
2019-20 Title IV, Part A LEA adjusted allocation	\$48,657
Well-Rounded	24,449
Safe and Healthy Students	0
Effective Use of Technology	0
Carryover as of September 30, 2020	\$24,208

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2019-20 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, lwheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Chuck
Homeless liaison last name	Whitecotton
Homeless liaison title	Continuation High School Principal
Homeless liaison email address (Format: abc@xyz.zyx)	cwhitecotton@wpusd.org
Homeless liaison telephone number (Format: 999-999-9999)	916-645-6395
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	0.20

Homeless Liaison Training Information

Warning

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2019-20 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, lwheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	
Attendance officers and registrars	
Teachers and instructional assistants	
School counselors	

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	03/21/2017
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2019-20 Title I, Part A LEA allocation	\$686,331
2019-20 Title I, Part A direct or indirect services to homeless children reservation	\$9,000
Amount of 2019-20 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$10,924
Homeless services provided (Maximum 500 characters)	Transportation to and from school.
No expenditures or encumbrances comment	
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

*****Warning*****

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2018-19 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2018 through June 30, 2020.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, abobadilla@cde.ca.gov, 916-319-0208

Lisa Fassett (Program), Standards Implementation Support Office, lfassett@cde.ca.gov, 916-323-4963

2018-19 Title II, Part A allocation	\$153,615
Transferred-in amount	\$0
Transferred-out amount	\$0
2018-19 Total allocation	\$153,615

Professional Development Expenditures

Professional development for teachers	\$10,208
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	\$105,677
Training activities	\$30,642
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$7,088
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$153,615
2018-19 Unspent funds	\$0

*****Warning*****

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2018-19 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2018 through June 30, 2020.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

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

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

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

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

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

*****Warning*****

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2018-19 Title III Immigrant YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2018 through June 30, 2020.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Authorized Title III Immigrant student program activities

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

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

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

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

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2020-21 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

DE Program Contact:

Sylvia Hanna, Federal Programs and Reporting Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Federal Programs and Reporting Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school in its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- '1: meaningful consultation occurred
- '2: timely and meaningful consultation did not occur
- '3: the program design is not equitable with respect to eligible private school children
- '4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

2020-21 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Heritage Community Christian Schools IC.	7089469	64	N				N

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Donation Approval for
Technology –Distance Learning

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

Sun City Lincoln Hills Village 4 – School Project Program submitted a cash donation for \$4270.00 to help support the technology needs for Distance Learning at Western Placer Unified School District.

ADMINISTRATION RECOMMENDATION:

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

GIFT AND DONATION DOCUMENTATION

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

NAME/ADDRESS/TELEPHONE NUMBER OF DONOR:

Sun City Lincoln Hills Village⁴, 1149 Lasso
Lake Lane, Lincoln CA 95648 916.253.3711

Gift or Donation:

see attached

Donated to (School/Program):

Technology needs for Distance Learning

Intent of Gift or Donation:

For Distance Learning

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

Cash or Check (circle one)

Dollar Amount \$ 4270.00

Donated Item:

Estimated Dollar Value \$ _____

Certification of Receipt by
Site/Program Administrator:

Typed Name

Signature

.....

FOR BUSINESS OFFICE USE ONLY

Assistant Superintendent of Business & Support Services:

Carrie Carlson
Signature

Revenue Code: 01-9860-0-8699-00-0000-0000-000-00-000-00
Review Comments:

Superintendent's Signature:

Board Agenda Date:

Board of Trustee Comments/Remarks:

[Signature]

Sun City Lincoln Hills Village 4

Claire Luke

School Project Chairman

1149 Lasso Lake Lane

Lincoln, CA

916-253-3711

This is the 15th year we have done a project for the kids in Lincoln who need backpacks and school supplies. This year because of the circumstances we decided to donate money to help support the Technology needs for Distance Learning. We collected \$4270 for this goal to help every child be prepared to succeed this year whether in school or at home. It was a popular decision and our neighbors were very generous. Our village consists of 150 homes.

MERLYN L LUKE
CLAIRE A LUKE
1149 LASSO LAKE LN
LINCOLN, CA 95648-8172

1347

90-7526/3211
720

8-11-20

Date

Pay to the
Order of WPU5D

\$ 4270.00

Forty-two hundred seventy and 00/100

Dollars



Photo
Safe
Deposit®
Details on back

Golden1 golden1.com
Credit Union

For Distance Learning technology Claire Luke

⑆32117526⑆

007266499211 1347

INFORMATION

DISCUSSION

ACTION

ITEMS

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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

DISTRICT GLOBAL GOALS

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:

Annual Report of the Measure "A" and
Measure "N" Citizens' Bond Oversight Committee

AGENDA ITEM AREA:

Information

REQUESTED BY:

Michael Adell
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Measure A/Measure N Funds

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

The Committee has conducted meetings over the past 5 years to review expenditure reports to ensure the bond proceeds have been expended only for the purposes set forth in the ballot measures and not for unauthorized expenditures, including teacher or administrator salaries or other operating expenses. One responsibility of the Committee is to present to the Board an annual written report which contains 1.) A statement whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution, and 2) A summary of the Committee's proceedings and activities for the preceding year.

The President of the Committee will be presenting the annual report to the Board.

RECOMMENDATION:

Staff recommends that the Board of Trustees receive the Annual Report of the Measure "A" and Measure "N" Citizens Bond Oversight Committee.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET**

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

DISTRICT GLOBAL GOALS

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2. Foster a safe, caring environment where individual differences are valued and respected.
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

Consider Approving Resolution No. 20/21.2
Authorizing the Elimination and/or Reduction
of Certain Classified Employee Positions Due to
Lack of Work/Lack of Funds.

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

ENCLOSURES:

Resolution No. 20/21.2

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General and Supplemental/Discretionary
Funds

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 20/21.2. The positions being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA, Board Policy and Education Code. Employees will remain in their current assignments and work their current hours for a period of 60 calendar days. If we are able to return to in person instruction, the District reserves the right to rescind the layoff/reduction notices.

RECOMMENDATION:

Approve Resolution No. 20/21.2, Authorizing the Elimination and/or reduction of Certain Classified Employee Positions due to Lack of Work/Lack of Funds.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 20/21.2**

**RESOLUTION FOR A REDUCTION/ELIMINATION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/LACK OF FUNDS**

WHEREAS, Education Code §45117, District Policy and the collective bargaining agreement between the Western Placer Unified School District and the California School Employees Association permit the Governing Board to reduce the number of classified positions for lack of work or lack of funds;

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce or eliminate the following positions in the District not later than October 20, 2020 due to lack of work/lack of funds:

Classification	Position Control Number(s)	Total Full Time Equivalent (FTE) Eliminated or Noted Reduction
Campus Supervisor	829	.03125X1=.03125
Campus Supervisor	468, 584, 470, 583, 575, 1234, 1150, 700, 1368, 1154, 880, 1087, 1088, 563, 1086	.0425X15=.6375
Campus Supervisor	621, 652, 847, 559, 581, 576, 719, 482, 481, 918, 1227, 475, 1290, 467	.0625X14=.875
Campus Supervisor	1224	.0825X1=.0825
Campus Supervisor	1233	.09375X1=.09375
Campus Supervisor	917	.1425X1=.1425
Campus Supervisor	471, 830	.16750X2=.335
Campus Supervisor	837, 538, 539, 1226, 915, 834	.18750X6=1.125
Campus Supervisor	1390, 835, 474, 582	.23X4=.92
Campus Supervisor	469, 478, 548, 489, 564, 472, 597, 600, 598	.25X9=2.25
Campus Supervisor	695, 599	.3125X2=.625
Campus Supervisor	1065, 483, 486, 484	.375X4=1.5
Campus Monitor	1407, 1408, 1235, 1236	.25X4=1.0
Campus Monitor	488, 747	1.0X2=2.0
Instructional Aide	892	.0825X1=.0825
Instructional Aide	890, 894, 886, 1014, 889	.125X5=.625
Instructional Aide	540, 1392, 885, 1313, 893, 458, 616, 1004	.25X8=2.0
Instructional Aide	456, 868	.375X2=.75
Instructional Aide	867	.5X1=.5
Instructional Aide	429	.625X1=.625

Health Clerk	1415	.125X1=.125
Health Clerk	1184, 1187, 1188, 1193	.25X4=1.0
Health Clerk	1191, 1185	.3125X2=.625
Health Clerk	1192, 1186, 1189	.375X3=1.125
District Office Clerk	987	Reduce 1 position from .5 to .25
Intervention Services Provider	1093	.06625X1=.06625
Intervention Services Provider	1410, 1409	.1X2=.2
Intervention Services Provider	995, 1156, 1157, 997, 1048	.3X5=1.5
Intervention Services Provider	1045	.31625X1=.31625
Intervention Services Provider	1387	.375X1=.375
Intervention Services Provider	1135, 1139	.38375X2=.7675
Intervention Services Provider	1032, 1019	.4X2=.8
Intervention Services Provider	1137	.5X1=.5
Intervention Services Provider	1467	.9375X1=.9375
Assistant Principal Secretary/Administrative Assistant	638	1.0X1=1.0
Clerk II	1146, 619	Reduce 2 positions from 1.0 to .5
Library Media Technician	1190	.375X1=.375
Paraprofessional	1386	.34375X1=.34375
Paraprofessional	1179	.45750X1=.45750
Paraprofessional	1335, 1318, 1317, 1361	.46875X4=1.875
Paraprofessional	1331	.55X1=.55
Paraprofessional	1371	.65X1=.65
Paraprofessional	546	.70X1=.70
Paraprofessional	1416, 1308, 1362, 765, 1055, 730, 870, 1215, 1274, 435, 931, 1056, 653, 1013, 1370, 731, 1366, 1147, 1059, 1148, 1057, 1011, 804, 799, 605, 1334, 1270	.70750X27=19.1025
Paraprofessional	1175, 1216	.74X2=1.48
Paraprofessional	1327, 1211, 1237, 1223, 1411, 1258	.75X6=4.5
Paraprofessional	1296	.76250X1=.76250
Paraprofessional	797, 1060, 1365, 1229	.77X4=3.08
Paraprofessional	1360, 601, 1058, 1358, 1294, 1103	.81250X6=4.875
Paraprofessional	1359	.83250X1=.83250
Paraprofessional	573	Reduce 1 position from .74 to .70750
Paraprofessional	1259, 1194, 439, 665	Reduce 4 positions from .75 to .70750
Paraprofessional	1264	Reduce 1 position from .76 to .70750
Paraprofessional	1101, 762	Reduce 2 positions from .81250 to .70750
Paraprofessional	436	Reduce 1 position from .84375 to .70750

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on October 20, 2020, the above-referenced classified positions shall be reduced or eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Western Placer Unified School District on August 18, 2020 by the following vote:

AYES:

NOES:

ABSENT:

President
Board of Trustees
Western Placer Unified School District

Attested:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Western Placer Unified School District, County of Placer, on the date shown above.

Clerk
Board of Trustees
Western Placer Unified School District

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET**

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Consider Approval of Memorandum of Understanding (MOU) Between Western Placer Unified (WPUSD) and Western Placer Teacher's Association (WPTA)

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

GS

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

This MOU is related to distance learning and was written through collaborative negotiations between WPTA and the District. The agreement outlines important information including instructional expectations and safety.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the MOU between WPUSD and WPTA as submitted.

**MEMORANDUM OF UNDERSTANDING REGARDING DISTANCE LEARNING
BETWEEN
WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND THE WESTERN PLACER TEACHERS' ASSOCIATION
August 4, 2020**

The Memorandum of Understanding (MOU) is entered into by and between the Western Placer Unified School District (District) and the Western Placer Teachers' Association (Association). The District and Association are hereinafter collectively referred to as "the Parties".

The Parties have entered into this MOU to reflect the agreements reached regarding the response to the COVID-19 (also known as novel coronavirus) pandemic. Together the Parties recognize the importance of maintaining the educational program, as well as safe facilities and operations for the benefit of the students, staff, and communities served by the District.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools. The mutual goal is to minimize the health risks associated with COVID-19 infection for all students and staff while also providing equitable access to quality education for students. This agreement only applies to the temporary effects due to COVID-19 in 2020-2021 and shall not be precedent setting for future contract negotiations.

Recitals

1. The District and Association are parties to a collective bargaining agreement that expires on June 30, 2021.
2. SB 98 defines distance learning as "instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee." It encourages Districts to provide in-person instruction, where students are under the immediate physical supervision and control of a certificated employee while engaged in educational activities.
3. Distance learning shall include but is not limited to the following:
 - a. Engagement daily with students for the purposes of instruction, progress monitoring, and maintaining school connectedness.
 - b. Confirmation that all students have access to a computer and internet at home in order to participate in distance learning. If made aware, unit members will report to administration the students who do not have access to a computer or internet

- at home in order to participate in distance learning.
 - c. Standards-aligned content and instruction.
 - d. The maintenance of regular communication with parents on student progress.
 - e. Implementation of procedures to re-engage students who are absent for more than 60% of instruction per week.
 - f. With District support, academic supports and services will be provided for English Learners, students with disabilities, foster youth, homeless students, and students who have fallen behind in their academic progress.
 - g. Adherence to the District's Acceptable Use Policy for the use of technology as well as Board Policy 4219.21: Professional Standards.
4. On March 16, 2020, the District announced the temporary pause in some operations for District schools and facilities due to COVID-19. The effects of the COVID-19 pandemic are a matter the Parties wish to address through this MOU. In preparation for the 2020-2021 school year, the Parties recognize the need to address the District's learning environment and instructional models given the continuing pandemic. The Parties acknowledge local health orders must be followed per the law. The District will utilize local health recommendations and the California Department of Public Health metrics to determine the safe reopening of schools or implementation of the distance learning model (InterCONNECT). It is the goal of the District and Association to offer distance learning (InterCONNECT) to the greatest extent possible. Therefore, the Parties agree as follows:

Closure and Reopening

- 5. The Parties agree that during the 2020-2021 school year, the District instructional models may transition from one model to another as a result of any State/County/District order.
- 6. Bargaining unit members will be notified by email or phone about any changes in instructional models.

Distance Instructional Model

- 7. All unit members will adhere to the District Structures/Expectations for Teaching & Learning via Distance. (Appendix A)

8. The District and unit members shall adhere to the following requirements for students' daily live interaction and participation:
 - a. Unit members will document students' daily live interaction by taking attendance in Powerschool.
 - b. Teachers will ensure a weekly engagement log is completed for each of their students documenting each student's daily participation in completing the required daily instructional minutes.
 - c. Teachers will reach out to parents of students consistently failing to complete work in an effort to re-engage these students. If efforts to re-engage students are unsuccessful, teachers will refer students to administration.
9. Although federal law requires distance instruction to be accessible to students with disabilities, it does not mandate specific methodologies. Where technology itself imposes a barrier to access or where educational materials simply are not available in an accessible format, educators may still meet their legal obligations by providing children with disabilities equally effective access to the curriculum or services provided to other students with District approval.
10. RSP and SDC service providers may select an alternative District approved-platform and/or be assigned as a co-teacher to support collaboration with the general education teacher and related service providers.

Leaves While on Distance Learning Mode

11. Unit members will use AESOP, the District's online absence management system to document absences related to personal necessity or illness.
 - a. If after completing the daily district health screening, the teacher has one of the symptoms noted on the screening, he/she has the following two options:
 1. Instruct students using the Distance Learning model if capable. Under this option no sick leave will be deducted from their personal balance or their HR 6201 leave allocation.
 2. If unable to complete their duties, they will request a substitute and sick leave will be deducted from their personal balance or their HR 6201 leave allocation.
12. Due to the COVID-19 pandemic, bargaining unit members shall receive full compensation and benefits as provided for in Senate Bill (SB) 117. Bargaining unit members who were in leave status prior to the COVID-19 pandemic will remain in leave status for the duration of their leave and compensation laws and regulations related to the type of leave will remain intact.

13. If a bargaining unit member becomes ill with COVID-19, the member may utilize HR 6201 leaves for up to 80 hours. This also applies to unit members who are under a quarantine order or whose child care has been closed due to COVID-19. HR 6201 leaves do not impact a unit member's annual sick leave balance. If the member can continue his or her duties during this time, it will not impact the 80 hours.
14. Bargaining unit members may use any additional paid or differential leave provided by Federal or State governments during the COVID-19 national and state pandemic if applicable, and the District will assist the unit member in applying for such leave.
15. Medically able bargaining unit members who refuse to perform professional duties shall follow the District's appropriate leave request procedures set forth in Article VIII.
16. The District agrees to initiate the interactive process when applicable for disabled employees whose physician designates them as "high risk" or "vulnerable" as related to exposure to COVID-19.
17. Bargaining unit members who feel they are unable to complete their duties may request a leave in writing and/or by scheduling a meeting with the Assistant Superintendent of Personnel Services. A designated representative from the Association will be present at these meetings if a meeting takes place.

Hours/Work Day/Work Year

18. Preparation time in the current collective bargaining agreement will be maintained but may be delivered in another format. Any additional time outside of live student interaction time will be used for the purposes of developing effective distance learning instruction and meeting the needs of students. It is acknowledged by the parties that due to the reduced schedule, preparation time may be adjusted accordingly and may not be compliant with the period minutes stated in the collective bargaining agreement. Middle and high school classes will receive prep as an assigned period.
19. Bargaining unit members will monitor their District email accounts throughout the work day. In the event the District or individual school sites choose to hold required online meetings or trainings, bargaining unit members will receive at least 24 hours notice in order to make the necessary accommodations to be available. IEPs, SSTs, and 504s, will still be scheduled in coordination with the teacher.
20. While on an all Distance Learning model, all meetings will be held virtually. IEPs, SSTs, and 504s will not start later than 3:15 pm unless mutually agreed upon by both parties. However, no additional compensation will be provided.

21. While on an all distance learning model, extracurricular duties shall be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting. Bargaining Unit Members shall not be required to make up extracurricular duties missed because of distance learning.
22. Unit members may be present at their school site to access instructional resources during their daily contractual work hours (as noted in Article VII) unless their home or school site is in quarantine. During the time the District has determined that instruction will be provided through only distance learning, teachers may elect to complete their workday at home or a school site as described below. This will not result in a change of a unit member's assignment.
- a. Unit members may elect to deliver distance education from their homes. This alternative delivery may continue as long as the unit member is successful in this setting. Some of the situations that could result in the unit member being required to return to instruct from his/her school site include but are not limited to routinely bad internet connections or clarity in instruction, lack of required instructional engagement time, constant interruptions, routinely missed meetings or professional responsibilities, or the presence of clearly unsafe conditions.
 - i. Except for those instances which are egregious in nature, the following process will be used:
 - 1. If concerns arise with offsite delivery, the site administrator will have a discussion with the member. Upon a second offense of the same nature, the member will be warned. If a third discussion is necessary, the member will be required to teach from site.
 - b. Unit members will notify site administration where they plan to deliver instruction. This may be a combination of on site and at home instruction. If unit members deviate from their chosen plan, they will notify site administration prior to changing their location.
 - c. Unit members shall follow the same contractual day and have the same contractual meeting expectations while distance teaching (staff meetings, IEPs, 504s, etc.).
 - d. If a unit member works from home, the District will not furnish duplicate technologies or supplies to maintain two work spaces (home and school site). Unit members can use a District laptop or Chromebook at home as long as they adhere to the District's Acceptable Use Policy. While using video at home, backdrops will be appropriate, unit members will adhere to assigned schedules for meetings or instruction, instruction will be free from interruptions
 - i. If a unit member loses or damages District equipment while working at home, this damage will be considered on a case by case basis. If the damage is similar to damage that may occur in a classroom setting, a unit member will be indemnified against the damage. However, if the damage

that occurs is beyond that which would occur inside a classroom setting, the unit member will be responsible for the damage.

- e. If a unit member works from home, he/she must remain in proximity to his/her school site and be able to report to a school site the next scheduled work day.
- f. If a unit member chooses to do instruction from his/her school site, he/she should limit activities to their classroom, restrooms, and staff workroom and limit any social interactions. If unit members choosing to work on site have a pending COVID-19 test, they will notify site administration prior to entering the site.
- g. If a unit member chooses to work at their physical school site location, only the unit member is allowed on campus. In either work environment, unit members are required to complete their contracted work hours daily and follow all expectations outlined in this MOU.

23. If a site remains on distance learning for Back to School Night or Open House, unit members will work with their administrator to plan virtual activities.

Safety/Sanitation

24. The District will ensure that every common use area is cleaned and sanitized daily and frequently touched surfaces are cleaned as needed during the Coronavirus pandemic. If in the course of a unit member's day they use shared equipment, they will be required to clean that equipment.
25. The District shall take all appropriate health and safety measures regarding decontamination and sanitation following guidelines before any bargaining unit members or students are required to return upon the reopening of their workplace or school site. If a bargaining unit member would like to request an additional safety aid or personal protective equipment, he/she will contact his/her site administrator who will work with the District and consider the request.
26. Prior to entering a school site, unit members will take their own temperature each day. If a unit member's temperature is greater than 100.4 degrees Fahrenheit, the unit member will not report to their school site and will contact his/her supervisor and health care professional.
27. Prior to entering a school site, unit members will complete the District's daily health screening online each day. If a unit member responds "Yes" to any of the questions on the screening document, he/she will immediately contact his/her supervisor and will not report to the site.
- a. A unit member can complete the screening on their personal device (computer or phone).
 - b. See "Leaves 11.a." in this MOU.

28. Unit members will wear face coverings at all times when on District property except when working alone in their own classroom and will follow recommended social distancing and hygiene guidelines. If a unit member cannot wear a face covering due to medical reasons, he/she will contact his/her supervisor and an alternative will be provided.
29. Unit members, with the support of their administrators, will facilitate students in grades 3-12 to wear a face covering when and if students are present on a school site. Unit members will strongly encourage that students in grades TK-2 wear a face covering.

Evaluations

30. Timelines and documentation related to certificated evaluations found in Article XII will remain intact and be followed during in person instruction and/or distance learning. Distance learning lessons may be observed by an administrator formally or informally. Since distance learning is new to all unit members, consideration shall be given to the fact that unit members will be learning new modalities of instructional services. The intent of evaluation is to improve instruction; with that in mind, administration will provide the time and support necessary for appropriate growth. The provisions of Article XII, C1.a, and D.5.a will be suspended if formal observation is conducted during a distance learning lesson, unless waived by the employee.

Assignment/Music and Science/Relief

31. Elementary music and science teachers who voluntarily or involuntarily were transferred/reassigned for the 2020-2021 school year will have first right of refusal to return to their former music and science assignments for the 2021-2022 school year. The four teachers who voluntarily or involuntarily transferred/reassigned into a general education classroom will be afforded up to 2 days of paid time at their individual daily rates and be reimbursed for up to \$100 for classroom supplies. These days and supply money are not precedence setting and do not impact the District's future contractual obligations. It is anticipated that relief positions will not be available for the 2021-2022 school year. For the 2020-2021 school year, remaining music and science teachers will push out lessons to classroom TK-5 teachers, provide distance learning and student engagement support, and serve as relief teachers to fill in for classroom teachers who are absent and unable to fulfill their instructional duties.

Saving Provisions

32. The Parties understand that the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU as necessary, and may be initiated by either party by submitting in writing to the Superintendent's designee, or WPTA President. The items in this MOU supersede any language in the current agreement between WPTA and WPUSD that may be contrary to current language in the collective bargaining agreement.

This MOU establishes no past practice or precedence and shall be in effect upon ratification. This MOU will expire in full on June 30, 2021 unless extended by mutual written agreement.

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

This MOU shall be governed by and controlled in accordance with the laws of the State of California.

The MOU is contingent and shall become effective upon approval by the Western Placer Teacher's Association and the Western Placer Unified School District as evidenced by the signature of WPTA and WPUSD designees below.

Dated: 8/7/20

For the District:


Gabe Simon, Assistant Superintendent
of Personnel Services

Dated: 8/7/20

For WPTA:


Barret Hess, Chief Negotiator

APPENDIX A



Structures/Expectations for Teaching & Learning via Distance

- all students *InterCONNECT* (100% distance) -

TEACHING/LEARNING	ELEMENTARY	SECONDARY
<p>Online Platform</p>	<p>The primary learning platform will be Google Classroom and Google Meet. All teachers must set up and maintain Google Classroom. Google Classroom should be organized by week for ease of use by students and parents, with all resources, etc. needed for success during that week included in the document.</p> <p>Teachers will utilize and incorporate other online resources/tools to engage students in learning. Other free or district purchased tools that are available for teacher use include but are not limited to:</p> <ul style="list-style-type: none"> • Screencastify • Google Tools • Flipgrid • Kami • ParentSquare • Seesaw • Nearpod • Khan Academy • YouTube (can use safe YouTube or ViewPure to ensure safer experience) • PBS Learning Media • EdPuzzle 	<p>The primary learning platforms will be Schoology and Google Meet (or Schoology Conference). All teachers must set up and maintain Schoology. Schoology should be well organized for ease of use by students and parents, with all resources, etc. needed for weekly success easily accessible to students.</p> <p>Teachers will utilize and incorporate other online resources/tools to engage students in learning. Other free or district purchased tools that are available for teacher use include but are not limited to:</p> <ul style="list-style-type: none"> • Screencastify • Google Tools • Flipgrid • Kami • ParentSquare • Seesaw • Nearpod • Khan Academy • YouTube (can use safe YouTube or ViewPure to ensure safer experience) • EdPuzzle

<p>Online Platform (continued)</p>	<ul style="list-style-type: none"> • PebbleGo <p>Daily online student meetings will be conducted through Google Meet. Norms of behavior will be established for student meetings.</p> <p>Teachers will also provide daily learning activities for students to engage in. In addition to virtual student meetings, teachers will provide instructional videos and other digital resources to support successful completion of learning activities. Instructional videos may be live or prerecorded - pre-recorded videos do not have to be self created; they may be links to videos created by others.</p> <p>Teachers should work together via PLC to share the necessary work to create an effective online learning platform for students.</p>	<p>Daily online student meetings in accordance with school bell schedules will be conducted through Google Meet (or Schoology Conference). Norms of behavior will be established for student meetings.</p> <p>Teachers will also provide daily learning activities for students to engage in. In addition to virtual student meetings, teachers will provide instructional videos and other digital resources to support successful completion of learning activities. Instructional videos may be live or prerecorded - pre-recorded videos do not have to be self created; they may be links to videos created by others.</p> <p>Teachers should work together via PLC to share the necessary work to create an effective online learning platform for students.</p>
<p>Daily/Weekly Routines</p>	<p>Structure for teaching/learning should be consistent and predictable for students on a daily/weekly basis. ROUTINES are critical for teacher/student success. Consistency of routines across grade levels, content areas, and schools is also critical to support families with multiple children in multiple grades, and sometimes multiple schools.</p> <p>Teachers will:</p> <ol style="list-style-type: none"> 1. Provide students with a daily learning 	<p>Structure for teaching/learning should be consistent and predictable for students on a daily/weekly basis. ROUTINES are critical for teacher/student success. Consistency of routines across grade levels, content areas, and schools is also critical to support families with multiple children in multiple grades, and sometimes multiple schools.</p> <p>Teachers will:</p> <ol style="list-style-type: none"> 1. Provide students with a weekly learning

Daily/Weekly Routines (continued)

- schedule with login times for instruction and other details that support daily structure.
2. Provide students with a "Weekly Engagement Log" that outlines the learning activities to be completed for the week.
 3. Deliver a daily message to:
 - a. connect - say hello, encourage, etc.
 - b. review expectations for learning
 - c. highlight available resources
 - d. reinforce availability for support
 4. Provide daily instruction/support via Google Meet.
 5. Require students to regularly reflect on their learning.
 6. Provide regular, timely feedback (formal and informal) to students on learning progress.

Students will:

1. Adhere to the daily learning schedule, login for online instruction and work on assigned learning activities.
2. Complete "Weekly Engagement Log" to indicate what learning activities they accomplished.
3. Read/watch the daily message at the start of each day.
4. Engage with the teacher during daily instruction/support via Google Meet.
5. Complete assigned reflections of learning.
6. Reach out to the teacher when they have questions or need additional support.

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2. Provide students with a "Weekly Engagement Log" that outlines the learning activities to be completed for the week.
 3. Deliver a weekly message to:
 - a. connect - say hello, encourage, etc.
 - b. review expectations for learning
 - c. highlight available resources
 - d. reinforce availability for support
 4. Provide daily instruction/support via Google Meet or Schoology Conference.
 5. Require students to regularly reflect on their learning.
 6. Provide regular/timely feedback (formal and informal) to students on learning progress.

Students will:

1. Adhere to their daily bell schedule, login for online instruction and work on assigned learning activities.
2. Complete "Weekly Engagement Log" (one per student) to indicate what learning activities they accomplished.
3. Read/watch the daily message at the start of each day.
4. Engage with teachers during Google Meet (or Schoology Conference) sessions.
5. Complete assigned reflections of learning.
6. Reach out to teachers when they have questions or need additional support.

Student Engagement

(reflects language and requirements directly from the [AB 77 Trailer Bill](#))

DAILY LEARNING SCHEDULE:

Students are expected to engage in learning activities for no less than:

TK/K	180 minutes per day
Gr. 1, 2 & 3	230 minutes per day
Gr. 4 & 5	240 minutes per day

Learning activities include, but are not limited to:

- Viewing instructional videos
- Keeping a reading journal
- Taking notes
- Participating in live Google Meets or Schoology Conferences
- Participating in discussion boards and other online activities
- Daily i-Ready
- Completing assignments
- Engaging in and logging daily physical activity
- Making videos to describe their work or understanding of content
- Taking an assessment

DAILY LEARNING SCHEDULE:

Students in grades 6-12 are expected to engage in learning activities for no less than 240 minutes per day.

Learning activities include, but are not limited to:

- Viewing instructional videos
- Keeping a reading journal
- Taking notes
- Participating in live Google Meets or Schoology Conferences
- Participating in discussion boards and other online activities
- Completing assignments
- Engaging in and logging daily physical activity
- Making videos to describe their work or understanding of content
- Taking an assessment

Teachers/students will follow the same bell schedule they would follow for in-person learning during COVID (*see site schedules*).

During each class period, teachers will conduct Google Meet (or Schoology Conference) sessions with students.

Student Engagement (continued)

Teachers will provide students with a daily learning schedule for engaging in learning activities that meet the expected daily minutes. This will include required times for student/teacher meetings as well as recommended times for completing other (independent) learning activities.

Teachers are expected to spend no less than 3 hours per day engaging with students in whole group, small group, and/or individual settings. Each student should receive no less than 1 hour of engagement with their teacher in one or more of the aforementioned settings. Teachers/schools will have flexibility in setting up their meeting times - use your professional judgement and knowledge of your students to structure time to best meet the needs of your students.

Recommended Structure:

- Whole group check-in (~ 1 hour per day)
 - Review daily/weekly learning expectations, reinforce instructions for work completion, etc.
 - Student connection and motivation (youth development)
 - 1 AM and 1 PM session (30 minutes each)
- Whole group, small group and/or individual instruction (~ 2 hours per day)
 - Focused on ELA and Math
 - Prioritizing struggling students

The sessions will consist of students logging in at teacher assigned times during the class period for whole group, small group, and/or individual instruction and interaction. When not interacting live with the teacher during the class period, students are to be working to complete independent learning activities.

Whole group vs. small group/individual interactions may vary day-to-day and/or course-to-course depending on day/course learning needs. Struggling students should be provided opportunities and be expected to engage in regular small group or individual sessions.

Students who are unable to login to live Google Meet sessions should have options for accessing what they missed. Teachers are encouraged to record Google Meet sessions and post them for students to view later. This is helpful not only for absent students, but for any student wishing to revisit a session to clarify learning, etc.

WEEKLY ENGAGEMENT LOG:

Teachers will provide students with a "Weekly Engagement Log" that outlines the learning activities to be completed for the week. The log should also include links to all the available resources to support students in completing the activities. All learning activities must be given a

Student Engagement (continued)

Students who are unable to login to live Google Meet sessions should have options for accessing what they missed. Teachers are encouraged to record Google Meet sessions and post them for students to view later. This is helpful not only for absent students, but for any student wishing to revisit a session to clarify learning, etc.

WEEKLY ENGAGEMENT LOG:

Teachers will provide students with a "Weekly Engagement Log" that outlines the learning activities to be completed for the week. The log should also include links to all the available resources to support students in completing the activities. All learning activities must be given a time value for completion. Learning activities and time values must be consistent for subjects/grade levels within a school site.

Students, to the extent possible, are expected to complete and submit their weekly engagement logs, noting the work completed and time spent engaged in learning.

Teachers will ensure the completion of students' weekly engagement logs, validate the accuracy of each log, and provide administration/office staff

time value for completion. Learning activities and time values must be consistent for subject courses within a school site.

Students are expected to complete and submit their weekly engagement logs, noting the work completed and time spent engaged in learning. Teachers will ensure the completion of students' weekly engagement logs, validate the accuracy of each log, and provide administration/office staff access to completed logs for the purpose of attendance/record keeping.

LEARNING REFLECTIONS:

Students need to reflect on their learning progress. Teachers will provide avenues for students to engage in frequent reflections/self assessments of learning. This could be done in a variety of ways:

- In conjunction with the completion of the weekly engagement logs
- As a daily standalone assignment, "Today I learned..."
- A component of some/all assignment submissions, "By completing this assignment, I learned..."
- Using a grading rubric for an assignment to self assess their mastery level

<p>Student Engagement (continued)</p>	<p>access to completed logs for the purpose of attendance/record keeping.</p> <p>LEARNING REFLECTIONS:</p> <p>Students need to reflect on their learning progress. Teachers will provide avenues for students to engage in frequent reflections/self assessments of learning. This could be done in a variety of ways:</p> <ul style="list-style-type: none"> • In conjunction with the completion of the weekly engagement logs • As a daily standalone assignment, "Today I learned..." • A component of some/all assignment submissions, "By completing this assignment, I learned..." • Using a grading rubric for an assignment to self assess their mastery level <p>STUDENT PARTICIPATION:</p> <p>Engaging daily in distance learning is not optional for students - compulsory education is alive and well - there is no hold harmless for attendance and grading.</p> <p>Teachers will monitor (informally) students' daily participation and validate (formally) their weekly engagement. Daily participation may include, but not be limited to: evidence of participation in online</p>	<p>STUDENT PARTICIPATION:</p> <p>Engaging daily in distance learning is not optional for students - compulsory education is alive and well - there is no hold harmless for attendance and grading.</p> <p>Teachers will monitor (informally) students' daily participation and validate (formally) their weekly engagement. Daily participation may include, but not be limited to: evidence of participation in online activities (i.e. present during Google Meet sessions, timestamps from i-Ready, etc.), completion of regular assignments, completion of assessments, and/or contacts between employees and students or parents.</p> <p>Students who fail to meet the minimum daily/weekly minutes of engagement will be considered absent for the portion of time missed. Any student consistently failing to meet minimum engagement requirements should be flagged and progressive interventions strategies should be implemented to address engagement concerns. First, teachers (may be advisors if applicable) should solicit parent support in ensuring student participation. If teacher efforts to engage students/parents have failed to improve student participation, then teachers should refer students to counseling/administration for further intervention.</p>
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<p>Student Engagement (continued)</p>	<p>activities (i.e. present during Google Meet sessions, timestamps from i-Ready, etc.), completion of regular assignments, completion of assessments, and/or contacts between employees and students or parents.</p> <p>Students who fail to meet the minimum daily/weekly minutes of engagement will be considered absent for the portion of time missed. Any student consistently failing to meet minimum engagement requirements should be flagged and progressive interventions strategies should be implemented to address engagement concerns. First, teachers should solicit parent support in ensuring student participation. If teacher efforts to engage students/parents have failed to improve student participation, then teachers should refer students to administration for further intervention.</p>	
<p>“Learning Activities” (Curriculum/Instruction)</p>	<p>The goal is still for students to make one year's worth of growth. All necessary and essential content must be covered over the course of the year. Learning activities should focus on students' mastery of essential standards/skills.</p> <p>Learning expectations for students need to be consistent across like grade levels - students need to take courses, not teachers. Therefore, the pace of learning for like grade levels must closely match among site colleagues.</p>	<p>The goal is still for students to make one year's worth of growth. All necessary and essential content must be covered over the course of the year. Learning activities should focus on students' mastery of essential standards/skills.</p> <p>Learning expectations for students need to be consistent across like content areas - students need to take courses, not teachers. Therefore, the pace of learning for like courses must closely match among site colleagues.</p>

**“Learning Activities”
(continued)**

Content delivery and evidence of learning should reflect the many virtual learning resources and tools available for teachers to effectively instruct and for students to effectively demonstrate learning. Teachers are all tackling this enormous task from different starting points. One step at a time!

Direct instruction will be provided through live video feed or prerecorded video. Students cannot be expected to teach themselves - they need explicit instruction and modeling. Pre-Recorded videos do not have to be self created; they may be links to videos created by others.

Non-content learning activities might include relationship-building, understanding how to practically use digital tools, and/or classroom procedures/expectations.

All learning activities must be assigned a time value for completion. This will be critical for the completion of the required “Weekly Engagement Logs”, which will validate if students met/didn’t meet the minimum daily/weekly instructional minutes. Completion of learning activities needs to easily equate to completion of required instructional minutes.

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Assessment/Feedback/ Grading

Assessments, feedback and grading will be similar. Learning counts and students will need to be provided regular feedback on learning progress and graded on their understanding/mastery of content. However, adjustments will need to be made to accommodate for online/distance learning.

Teachers will follow the district's regular grading timelines and procedures (i.e. - progress reports, report cards) for distance learning.

Expectations for learning and assessment/grading of learning must be consistent among teachers of like grade levels within a school site.

Assessment in a traditional setting may not mean the same thing in an online setting. That being said, assessment in a traditional setting shouldn't always have a traditional meaning - assessment should always be more than just a multiple choice, short answer test. In an online setting, assessment other than a multiple choice, short answer test will be imperative. Traditional tests may still be viable in online learning, but students should be given a variety of other ways to demonstrate mastery.

Teachers need to consider the purpose of student work when determining how such work will be reflected in students' overall grades.

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Assessment/Feedback/ Grading (continued)	<p>Practice or Review = No Feedback/No Grade</p> <p>Work Toward a Product = Feedback/No Grade</p> <p>Assessment/Final Product = Grade</p> <p>Students should be given the opportunity to self-assess during practice or review. They should receive timely, targeted feedback when they are completing work toward a finished product. They should be graded on final products/assessments.</p>	<p>Practice or Review = No Feedback/No Grade</p> <p>Work Toward a Product = Feedback/No Grade</p> <p>Assessment/Final Product = Grade</p> <p>Students should be given the opportunity to self-assess during practice or review. They should receive timely, targeted feedback when they are completing work toward a finished product. They should be graded on final products/assessments.</p>
Communication	<p>Teachers will make multiple attempts, across multiple platforms (if necessary), to contact parents if a student is not regularly engaging in/attending online instruction or who is struggling academically. If attempts are unsuccessful, the teacher will inform the principal.</p> <p>Teachers will establish a process to respond to student and parent communications in a timely manner. Every effort should be made to respond to communications on the same day they are received, or the next day if communications were received late in the work day.</p> <p>Teachers should consider providing "office hours" weekly, creating opportunities for students to drop in, ask questions, and seek support.</p>	<p>Teachers will make multiple attempts, across multiple platforms (if necessary), to contact parents if a student is not regularly engaging in/attending online instruction or who is struggling academically. If attempts are unsuccessful, the teacher will inform the principal.</p> <p>Teachers will establish a process to respond to student and parent communications in a timely manner. Every effort should be made to respond to communications on the same day they are received, or the next day if communications were received late in the work day.</p> <p>Teachers should consider providing "office hours" weekly, creating opportunities for students to drop in, ask questions, and seek support.</p>

<p>Meeting Individual Student Needs</p> <p>(reflects language and requirements directly from the AB 77 Trailer Bill)</p>	<p>Supports/accommodations will continue for students in general who are not performing at grade level standard, for English Learners, and for those participating in Special Education and on a 504 accommodations plan.</p> <p>Designated/Integrated ELD will be provided for English Learners.</p> <p>Teachers, working with school site admin, should address academic and other supports of pupils in foster care or experiencing homelessness, and pupils requiring mental health support.</p> <p>Special education or related services will include accommodations necessary to ensure that individualized education plans can be executed in a distance learning environment.</p> <p>Teachers, along with other school staff, and parents will support distance learning students by helping to determine a pupil's technology needs, and will communicate with site administration to make sure they are aware of those needs.</p>	<p>Supports/accommodations will continue for students in general who are not performing at grade level standard, for English Learners, and for those participating in Special Education and on a 504 accommodations plan.</p> <p>Designated/Integrated ELD will be provided for English Learners.</p> <p>Teachers, working with school site admin, should address academic and other supports of pupils in foster care or experiencing homelessness, and pupils requiring mental health support.</p> <p>Special education or related services will include accommodations necessary to ensure that individualized education plans can be executed in a distance learning environment.</p> <p>Teachers, along with other school staff, and parents will support distance learning students by helping to determine a pupil's technology needs, and will communicate with site administration to make sure they are aware of those needs.</p>
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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:

Consider Approval of Memorandum of Understanding (MOU) Between Western Placer Unified (WPUSD) and the California School Employee Association (CSEA): Chapter #741

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

This MOU is related to distance learning and was written through collaborative negotiations between CSEA and the District. The agreement outlines important information including leaves and safety.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the MOU between WPUSD and CSEA Chapter #741 as submitted.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
WESTERN PLACER CHAPTER #741 AND
THE WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING
UNIT**

This memorandum is agreed upon between Western Placer Unified School District (“District”) and the California School Employees Association and its Western Placer Chapter #741 (together “CSEA”) concerning the impacts and effects of resumed District operations under post COVID-19 conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

The District will keep CSEA informed of any changes to its operations due to the emergency adoption of distance education. The District will work with CSEA during distance learning to keep as many employees as possible employed based on District needs.

The District shall follow CDC, CDE, CDPH and local health authority regulations and recommendations for school reopening and shut downs. In the interest of student, staff and community safety, where conflict in recommendation occurs, the County Public Health Department regulation will be followed to the best of our abilities taking our local environments into consideration.

The District shall notify CSEA of any new guidelines from OSHA, Cal/OSHA, or local health authorities and shall negotiate the effects of implementing those guidelines. The District shall provide ongoing health and safety training as health authority regulations and guidance changes.

To these ends, the District and CSEA agree as follows:

- 1. Shut Down:** (If employees are not allowed to report to work sites and school operations cease due to a public health order)
 - Employees reporting to work: The District shall timely inform CSEA about which classifications of employees, and how many, are required to report for work during COVID-19 related shut down. The District shall keep CSEA informed of its current and planned operational needs as they affect bargaining-unit employees working during the pandemic and shall upon request bargain further about the effects of such operations.

2. Safety:

- The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.
- Bargaining unit members shall not be required to bring their own PPE, and no bargaining unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- If the District fails to provide sufficient PPE for the day, individuals without PPE will be provided with alternative safe duties to perform within his/her job description. If alternative safe duties are not available, individuals will be sent home for the day. Bargaining unit members sent home due to lack of PPE will receive their full daily rate of pay.
- The District agrees to follow Article XII as it pertains to reporting unsafe conditions. This includes complying with all health, safety, sanitation requirements imposed by State and Federal authority, unit members alerting the District to unsafe practices or conditions, and the District taking appropriate actions to correct any unsafe conditions.

3. Screening:

- Staff will take a Health Screening questionnaire prior to coming into work each day and will not report to work if health screening criteria is not met. The member will inform their supervisor immediately.
- If a unit member has been identified as coming in contact with someone who has tested positive for COVID-19 or is awaiting testing results, he/she will inform the District prior to reporting to work until he/she receives updated protocol recommendations from the District.

4. Testing and Tracing:

- The District shall provide documented plans for testing and contact tracing as they become available to the District for when any on-site person(s) have tested positive for COVID-19.
- The District shall notify bargaining unit members who have been in contact with COVID-19 at work.
- With the consent of the unit member, the District shall notify CSEA of any employee's contact with COVID-19. If consent is not given, the District will notify CSEA of any employee's contact with COVID-19 at work (if known), or any

employee testing positive, stating location and classification only.

- The District shall reimburse unit members for COVID-19 testing requested by the District at no expense to bargaining unit members where exposure/potential exposure has occurred in the workplace.
- Unit members agree to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

5. Leave:

- The District agrees to comply with HR 6201.
- No employee will have accrued leave deducted for up to 80 hours at appropriate pay plus any additional time allowed by HR6201 to comply with a medical professional's recommendations related to COVID as required by HR 6201.
- The District retains the right to have a second opinion from a doctor of their choosing, at no cost to the unit member, before approving a unit member to self-quarantine.
- When an employee is not permitted to work due to health screening criteria (e.g., high temperature or positive report of key symptom), the employee will remain in paid status until permitted to return to work for up to 80 hours; leave shall not be subtracted from their existing leave banks for up to 80 hours.
- Employees may take paid leave (not deducted from existing leave banks) to care for a household member diagnosed with COVID-19 for up to 80 hours
- If an employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19, he or she is eligible for up to 12 weeks of leave at 40 hours a week, and a part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period. Employees taking leave for this reason shall be unpaid for the first two weeks unless supplemented by other leaves and then paid at 2/3 their regular rate up to \$200 per day and \$12,000 in the aggregate.
- The District reserves the right to review all workers' compensation claims and will follow all laws and regulations regarding worker's compensation claims related to COVID-19.
- The District and CSEA agree that the provisions of HR 6201 will be followed if not covered by the above leaves.

6. Accommodation:

- The District explicitly acknowledges that the interactive process may be required to make work safe for employees with disabilities that heighten the risk of severe outcomes with COVID-19.

- The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
- The District agrees to initiate the interactive process when applicable for disabled employees whose physician designates them as “high risk” or “vulnerable” as related to exposure to COVID-19.
- The District shall consider and evaluate reasonable accommodation(s) for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - Providing additional or enhanced personal protective equipment (PPE) within reason
 - Placing physical barriers to separate the vulnerable employee from coworkers or the public if the space between co-workers and the public is less than 6 feet;
 - Reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
 - Moving the employee workstations if the space between co-workers and the public is less than 6 feet.

7. Return Personnel:

- The District and CSEA agree that when unit members are working from home due to other circumstances related to COVID-19, the unit member will be given notice at least 48 hours in advance before being required to go back to work onsite. This is to be able to take care of possible issues with childcare or other matters before returning to a site for work, unless it was agreed that the work from home was for a designated amount of time ahead of time.

8. Work Hours:

- The District agrees to follow Article III: Terms and Conditions of Employment.
- There will be no changes to a unit member’s working hours without being negotiated with CSEA unless mutually agreed upon between the employee and the District as per Article III B(2). CSEA realizes with the current situation that working hours may need to be changed to accommodate different scenarios of how our schools will be open, but any changes must be negotiated unless mutually agreed upon between the employee and the District.
- Due to the current pandemic, CSEA will waive the current requirement that non 12 month members receive extra pay (or comp time) when they are required to come into work during an emergency shut down during their regular work hours. If required to report to work, non 12 month employees will only receive their regular amount of pay with no additional pay. Any work done outside of their normal work hours will be

paid at their regular hourly rate and overtime will be paid if working overtime. This will be in effect for the 2020-2021 school year through June 30, 2021.

- In the event any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining unit employees will not suffer a loss of pay or benefits relative to their regular schedules for the period of curtailment. Thus, for example, the District will continue to pay bargaining unit employees even if they are unable to work due to coronavirus related reductions in use of District facilities.
- If bargaining unit members are required to work from home, the District will provide employees with equipment necessary (if needed) to perform their duties as determined by their supervisor while working at home. Both parties agree that internet connectivity issues may not be able to be solved due the location of a unit member's residence. Equipment provided by the District must be returned in a reasonable amount of time.
- During COVID-19, employees who are not working (or who are working from home while in a paid status), will be required to be available during their normal working hours. If called, or e-mailed, they are required to respond the same day. If a unit member is contacted during the last hour of his/her work day, the unit member may respond the following day.
- The District will abide by Article III F(1). in regards to call-back and call-in time.

9. Duties:

- The District and CSEA acknowledge that California Education Code §45101(a) and §88001(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. Employees will only be requested to perform out of class duties that are related to COVID-19. If out of class duties are performed, CSEA will be contacted to review these duties within 48 hours. These duties would be found in other CSEA job descriptions and will have similar physical demands as a unit member's current classification. If the out of class duties are performed more for more than 5 consecutive days, the District will contact CSEA to negotiate the continuance of this out of class work.
- While performing out of class work, employees will receive the same rate of pay for the 2020-2021 school year as their current classification. Any work actually substituting for another member in a higher classification will be paid the appropriate rate of pay as per contract.
- The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

10. Information and Further Negotiation:

- The District will negotiate changes and effects on terms and conditions of employment, including occupational health and safety.

11. Compliance with further governmental orders:

- The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives.

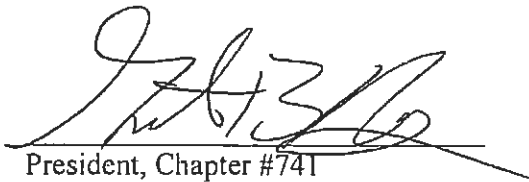
12. Duration of Agreement:

- This agreement shall remain in effect through June 30, 2021, but will be open to modification(s) as necessary due to changing conditions of the pandemic.

13. Grievance Procedure:

- Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.

For CSEA:



President, Chapter #741

8-10-20

Date

Moe Kang

Labor Relations Representative

8/10/2020

Date

For District:



Authorized representative

8/10/20

Date

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET**

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Placer County Waiver

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

Placer County Health has released their waiver application.

RECOMMENDATION:

The administration recommends discussion of the information.



August 10, 2020

Dear District Superintendent, Charter School Director, or Private School Head of School:

On July 9, 2020, the California Department of Public Health (CDPH) placed Placer County on its monitoring list. On July 17, 2020 Governor Gavin Newsom announced that if a county has been on the monitoring list within the prior 14 days, a school must conduct distance learning only, until the county has been off the monitoring list for at least 14 days.

In counties on the monitoring list, CDPH guidance allows a district superintendent, private school principal/head of school, or executive director of a charter school (hereinafter superintendent) to apply for a waiver from the local health officer to open an elementary school for in-person instruction. This waiver is applicable only for grades TK-6, even if the grade configuration at the school includes additional grades.

When applying for the waiver, the superintendent must submit to the local health officer evidence of (1) consultation with labor and parent organizations and (2) publication of the elementary school reopening plans on the website of the local educational agency (or equivalent).

The local health officer then reviews the application and reopening plan (along with local community epidemiological data), makes a determination whether to grant or deny the waiver, and consults with CDPH regarding that determination. Elementary schools in counties on the monitoring list within the prior 14 days may not open for in-person instruction until they have received approval of a submitted waiver from the local health officer.

In order to apply for a waiver, please complete and submit the attached Application Cover Form. An application must contain:

- Attestation that the superintendent (or equivalent or designated staff) has consulted with all parent and labor organizations at each school site for which an application is being submitted. If no labor organization represents the school site staff, consultation with school site staff is sufficient.
- Confirmation that elementary school reopening plans have been published on the website of the local educational agency (or equivalent). Reopening plans must address the components in the CDPH guidance for schools and school-based programs (this guidance was revised on August 3; be sure to reference the latest version).

Applications and all supporting documents should be submitted to the local health officer via email (schoolinfo@placer.ca.gov) at least 14 days prior to the desired reopening date. We will strive to review and provide a response within 7 days of submission, yet turnaround time may be affected by a large number of applications received.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aimee Sisson".

Aimee Sisson, MD, MPH
Health Officer and Public Health Director
Placer County Health and Human Services Department

Waiver Application Form

(for use by a Local Education Agency or equivalent)

Please submit one application for each local educational agency or equivalent. If applying on behalf of a school district, please submit one application for elementary schools in the district that are seeking to reopen for in-person instruction. If applying for an independent, private, faith-based, or charter school, please submit an application for each school.

Background Information

Name of Applicant (Local Educational Agency or Equivalent): _____

School Type:

- ☐ Traditional Public School
- ☒ Charter School
- ☐ Private, Independent, or Faith-Based School

Number of Schools: _____ (Attach list of schools if >1) Enrollment: _____

Superintendent (or Equivalent) Name: _____

Address: _____

Grades/Number of Students Proposed to be Reopened:

TK	K	1 st	2 nd	3 rd	4 th	5 th	6 th
_____	_____	_____	_____	_____	_____	_____	_____

Date of Proposed Reopening: _____

Name and Title of Person Completing Application:

Phone Number: _____

Email: _____

By signing below, I Name _____, hereby attest that I am duly authorized to sign and act on behalf of School/district _____. I certify that School/district _____ is following the CDPH and Cal/OSHA guidance for Schools and School-Based Programs to mitigate the spread of COVID-19 and that the information provided in this application is true, accurate and complete to the best of my knowledge. I certify that I or a designee have consulted with labor/staff and parent and community organizations about this reopening waiver application, and that my school/district's Reopening Plan is publicly posted on our website. I acknowledge that I remain responsible for implementing the Reopening Plan and that Placer County Public Health, by providing technical guidance, is in no way assuming liability for its contents.

Signature: _____ Date: _____

I. **Consultation**

Please confirm consultation with the following groups:

☐ Labor Organization(s)

Name of organization(s): _____

Date(s) consulted: _____

How consultation was conducted:

☐ Email or letter ☐ Phone call ☐ In-person/virtual meeting ☐ Other: _____

Outcome of Consultation:

☐ Opposed to reopening (describe below) ☐ Neutral about reopening

☐ Supportive of reopening ☐ Other: _____

If the labor organization is opposed to or expressed reservations regarding reopening, describe their concerns here, and how these concerns have been addressed in the reopening plan. Attach additional documentation if needed.

If no labor organization represents staff at the school, please describe the process for consultation with school staff as well as the outcome of consultation. Attached additional documentation if needed:

☐ Parent and Community Organization(s)

Name of organization(s): _____

Date(s) consulted: _____

How consultation was conducted:

☐ Email or letter ☐ Phone call ☐ In-person/virtual meeting ☐ Other: _____

Outcome of Consultation:

☐ Opposed to reopening (describe below) ☐ Neutral about reopening

☐ Supportive of reopening ☐ Other: _____

If Parent and Community Organization(s) is opposed to or expressed reservations regarding reopening, describe their concerns here, and how these concerns have been addressed in the reopening plan. Attach additional documentation if needed.

II. **Elementary School Reopening Plans**

Please confirm that elementary school reopening plan(s) addressing the following, consistent with guidance from the California Department of Public Health and Placer County Public Health, have been published on the website of the local educational agency (or equivalent):

Website address: _____

Please provide the corresponding page number from your Reopening Plan where each section is addressed.

- ☐ **Cleaning and Disinfection:** How shared surfaces will be regularly cleaned and disinfected and how use of shared items will be minimized. Page(s)_____
- ☐ **Cohorting:** How students will be kept in small, stable, groups with fixed membership that stay together for all activities (e.g., instruction, lunch, recess) and minimize/avoid contact with other groups or individuals who are not part of the cohort. The smaller the cohort, the fewer people who will need to quarantine after a case is identified, and the fewer people who could be infected by the initial case. Page(s)_____
- ☐ **Entrance, Egress, and Movement Within the School:** How movement of students, staff, and parents will be managed to avoid close contact and/or mixing of cohorts. Page(s)_____
- ☐ **Face Coverings and Other Essential Protective Gear:** How CDPH's face covering requirements will be satisfied and enforced, including how noncompliance will be addressed. Page(s)_____
- ☐ **Health Screenings for Students and Staff:** How students and staff will be screened for symptoms of COVID-19 and how ill students or staff will be separated from others and sent home immediately. Page(s)_____
- ☐ **Healthy Hygiene Practices:** The availability of handwashing stations and hand sanitizer, and how their use will be promoted and incorporated into routines. Page(s)_____

- ☐ **Identification and Tracing of Contacts:** Actions that staff will take when there is a confirmed case. Confirm that the school(s) have designated staff persons to support contact tracing, such as creation and submission of lists of exposed students and staff to the local health department and notification of exposed persons. Each school must designate a person for the local health department to contact about COVID-19. Page(s)_____
- ☐ **Physical Distancing:** How space and routines will be arranged to allow for physical distancing of students and staff. If distancing of 6 feet is not possible between students and between students and staff, describe how protective barriers will be utilized. Page(s)_____
- ☐ **Staff Training and Family Education:** How staff will be trained and families will be educated on the implementation and enforcement of the plan. Page(s)_____
- ☐ **Testing of Students and Staff:** How school officials will ensure that students and staff who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given while waiting for test results. Rapid testing is defined as specimen collection within 48 hours of symptom onset and test results within 72 hours of receipt by the laboratory; specimen collection within 24 hours and test results within 48 hours are preferable.¹ If available testing turnaround times fall outside this range, describe how your school is planning to access another method to rapidly test students and staff. Schools may wish to consider contracting directly with a laboratory for specimen collection and testing support. Describe how staff will be tested periodically to detect asymptomatic infections. Page(s)_____
- ☐ **Triggers for Switching to Distance Learning:** The criteria the superintendent will use to determine when to physically close the school/district and prohibit in-person instruction. Page(s)_____
- Please note CDPH has outlined thresholds for closure when there are multiple cases in multiple cohorts at a school or when at least 5% of the total number of teachers/student/staff are cases within a 14-day period, depending on the size and physical layout of the school. See [framework](#).
 - CDPH also indicates a superintendent should close a school district if 25% or more of schools in a district have closed due to COVID-19 within 14 days.
 - These thresholds should be considered when determining cohort size. Consider a school with a total population (students and staff) of 500, such that 5% of the school population is 25 persons. With a cohort size of 30, a single case with wide transmission within their cohort could create enough cases to prompt closure. With a cohort size of 15, multiple cases

¹ Tracking COVID-19 in the United States. Resolve to Save Lives. Available at <https://preventepidemics.org/covid19/resources/indicators/>

in multiple cohorts, with wide transmission within each cohort, would be needed to prompt school closure.

☐ **Communication Plans:** How the superintendent will communicate with students, staff, and parents about cases and exposures at the school, consistent with privacy requirements such as FERPA and HIPAA. Page(s)_____

Additional Resources:

CDPH and Cal/OSHA Guidance for Schools and School-Based Programs

<https://files.covid19.ca.gov/pdf/guidance-schools.pdf>

California Department of Education Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools

<https://www.cde.ca.gov/ls/he/hn/strongertogether.asp>

CDPH COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Schools%20Reopening%20Recommendations.pdf>