

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

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

Public Comments Accepted by Email and Telephone

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

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

1. **Email** - Submit a comment via email to the Superintendent's Administrative Assistant, Maria Gonzalez, at mgonzalez@wpusd.org at least two hours before the start of the meeting.
2. **Telephone** - Call the Superintendent's Administrative Assistant at (916) 645-6350 by 12:00 p.m. on Tuesday, February 16, 2021 to submit a comment.
3. **Go To Meeting Participation** - Please join my meeting from your computer, tablet or smartphone. <https://global.gotomeeting.com/join/171821213>

You can also dial in using your phone.

United States: [+1 \(224\) 501-3412](tel:+12245013412) Access Code: 171-821-213

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/171821213>

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

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

School	<u>STUDENT ENROLLMENT</u>		
	2019-2020 CALPADS	1/5/2021	2/1/2021
Sheridan Elementary (K-5)	64	54	54
First Street Elementary (K-5)	447	415	421
Carlin C. Coppin Elementary (K-5)	441	414	414
Creekside Oaks Elementary (K-5)	609	459	462
Twelve Bridges Elementary (K-5)	652	594	599
Foskett Ranch Elementary (K-5)	412	380	378
Lincoln Crossing Elementary (K-5)	698	423	427
Scott Leaman Elementary (K-5)		483	484
Glen Edwards Middle School (6-8)	869	823	827
Twelve Bridges Middle School (6-8)	830	784	791
Lincoln High School (9-12)	2,071	2,114	2,102
Phoenix High School (10-12)	84	84	91
Atlas (K-12) (new 2019-2020)	40	29	28
SDC Program (18-22)	11	14	14
Non-Public Schools	31	29	29
TOTAL	7259	7,099	7,121

SDC Pre-School

Foskett Ranch	20
First Street/LIP	58
SLE	8

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

February 16, 2021

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 3 of the agenda.

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

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

Public comments regarding any item appearing on the agenda may be submitted by 12:00 p.m. on Tuesday, February 16, 2021. Individuals who wish to make a public comment to the Board of Trustees have two options. Choose only one option: 1. Make a VERBAL public comment (3 minute max), 2. Submit a WRITTEN public comment (500 word limit for public comment) which will be placed into the record and may or may not be read during the meeting.

Call to Order Open Session

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5:00 P.M. START

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

Regular Meeting of the Board of Trustees

February 16, 2021

Agenda

4. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters on the agenda. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2 To submit a public comment, email the Superintendent's Administrative Assistant, Maria Gonzalez at mgonzalez@wpusd.org or call (916) 645-6350 to request a form be submitted on your behalf by 12:00 pm on the day of the Board meeting.

5:05 P.M.

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

5.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

5.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

CPF15-514477

5.3 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

5.4 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C.

48918

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

Open Session

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Regular Meeting of the Board of Trustees

February 16, 2021

Agenda

6:00 P.M.

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

6.1 Page 11- CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

6.2 Page 12 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

6.3 Page 13 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

6.4 Page 14 - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

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

7. Page 16-47 - CONSENT AGENDA

NOTICE TO THE PUBLIC

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

- 7.1 Certificated Personnel Report
- 7.2 Classified Personnel Report
- 7.3 Agreement for Sierra Building Systems Inc. and Western Placer Unified School District
- 7.4 Agreement for Linmoore Fencing and Iron Works Inc. and Western Placer Unified School District
- 7.5 Ratification of Contract with TNT Fireworks and Western Placer Unified School District – Twelve Bridges Middle School Music Program
- 7.6 Ratification of WAVE Business and Western Placer Unified School District
- 7.7 Ratification of Agreement between Cal State TEACH and Western Placer Unified School District
- 7.8 Approval of 2020-2021 Amendment with Follett Destiny Solution
- 7.9 Student Discipline – Stipulated Expulsion Student #20-21-A

Roll call vote:

Regular Meeting of the Board of Trustees

February 16, 2021

Agenda

8. COMMUNICATION FROM THE PUBLIC

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9. REPORTS & COMMUNICATION

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

10. Page 49 - PUBLIC HEARING:

Resolution #20/21.21 Authorizing the Use of the Bond Opportunity for Land Development Program and Authorizing Related Actions -

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

11. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

11.1 Action **Page 54 – APPROVE SUPPLEMENTAL MITIGATION AGREEMENT-BEAZER HOMES– Kilpatrick (20-21 G & O Component I, II, III, IV, V)**
Roll call vote:

11.2 Action **Page 73 – APPROVE RESOLUTION #20/21.21 AUTHORIZING USE OF THE BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) AND AUTHORIZING RELATED ACTIONS– Kilpatrick (20-21 G & O Component I, II, III, IV, V)**

11.3 Information/**Page 78 – IN-PERSON/INTERCONNECT UPDATE– Leaman (20-21 G & O Component I, II, III, IV, V)**
Discussion

Regular Meeting of the Board of Trustees

February 16, 2021

Agenda

11.4 Action **Page 79 – ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman** (20-21 G & O Component I, II, III, IV, V)

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

- AR 3515.1 –Video Camera Surveillance (Delete)
- BP 4301 – Administrative Staff Organization (New Policy/Renumbered Policy)
- AR/E 4112.62 4212.62 4312.62 – Maintenance of Criminal Offender Records (Delete)

12. BOARD OF TRUSTEES

12.1 FUTURE AGENDA ITEMS

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

- School Safety
- Health

12.2 BOARD MEMBER REPORTS/COMMENTS

13. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **March 2, 2021** 6:00 P.M., Regular Meeting of the Board of Trustees – Go-To - Meeting

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

14. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

**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, February 16, 2021

Time: 5:05 P.M.

1. LICENSE/PERMIT DETERMINATION
2. SECURITY MATTERS
3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
6. LIABILITY CLAIMS
7. THREAT TO PUBLIC SERVICES OR FACILITIES
8. **PERSONNEL**
 - * PUBLIC EMPLOYEE APPOINTMENT
 - * PUBLIC EMPLOYEE EMPLOYMENT
 - * PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 - * **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE**
 - * COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE
9. CONFERENCE WITH LABOR NEGOTIATOR
10. STUDENTS
 - * STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
 - * STUDENT PRIVATE PLACEMENT
 - * INTERDISTRICT ATTENDANCE APPEAL
 - * STUDENT ASSESSMENT INSTRUMENTS
 - * STUDENT RETENTION APPEAL, Pursuant to BP 5123
 - * DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION

1. **LICENSE/PERMIT DETERMINATION**

- A. Specify the number of license or permit applications.

2. **SECURITY MATTERS**

- A. Specify law enforcement agency
B. Title of Officer

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

- A. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
B. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
C. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
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:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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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:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

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

SUBJECT:

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:

February 16, 2021

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

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

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

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

SUBJECT:

Student Discipline
Stipulated Expulsion
Student #20-21-A

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Chuck Whitecotton
District Hearing Officer

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

CONSENT

AGENDA

ITEMS

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

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


SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabriel Simon 
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

February 2, 2021

CERTIFICATED/MANAGEMENT

NEW HIRES: None

REQUEST FOR LEAVE OF ABSENCE: None

1. Name: Kristin Morford
Position: Speech and Language Pathologist
FTE: 1.0 FTE
Effective: April 9, 2021
School Site: Foscett Ranch Elementary School

REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS): None

RESIGNATIONS: None

RETIREMENTS: None

TRANSFERS/PROMOTIONS: None

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

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

SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon

Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

February 16, 2021

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Carolina Cabrera
 Position: Campus/Cafeteria Supervisor
 FTE: 2.0 hours
 Days: 10 Months
 Effective: February 10, 2021
 Site: Twelve Bridges Middle School

2. Name: Bryan Glau
 Position: Custodian/Groundsman
 FTE: 8.0 hours
 Days: 12 Months
 Effective: February 16, 2021
 Site: Twelve Bridges Middle School

3. Name: Leah Fremgen
 Position: Health Clerk
 FTE: 3.0 hours
 Days: 10 Months
 Effective: February 16, 2021
 Site: Lincoln Crossing Elementary

REHIRE: None

TRANSFER/PROMOTIONS:

1. Name: Shasta Roberts
 Position: Paraprofessional
 FTE: 5.66 hours
 Days: 10 Months
 Effective: February 04, 2021
 Site: Scott M. Elementary

ADDITIONAL POSITION None:

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave): None

REQUEST FOR LEAVE OF ABSENCE: None

RESIGNATIONS:

1. Name: Shasta Roberts
 Position: Campus/Cafeteria Supervisor
 Effective: February 04, 2021
 Site: Scott M. Leaman Elementary
2. Name: Teddy Powell
 Position: Campus/Cafeteria Supervisor
 Effective: February 22, 2021
 Site: Creekside Oaks Elementary

RETIREMENTS: None**REQUEST FOR UNPAID LEAVE OF ABSENCE: None**

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Agreement for Sierra Building Systems Inc.
and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent, Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Routine Repair & Maintenance (RRM) Funds

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The district has contracted with Sierra Building Systems Inc. to repair the existing intercom and bell system at Twelve bridges Middle School. The cost for services totals to \$1,975 and will be paid with RRM funds.

RECOMMENDATION:

Administration recommends that the Board ratify the agreement between Sierra Building Systems Inc. and Western Placer Unified School District.



PROPOSAL

February 3, 2021

To: **Western Placer Unified School District-Leslie Jodrey**

RE: **Twelve Bridges Middle School-Valcom Board Replacement**

Sierra Building Systems proposes to provide all labor and listed material to install, terminate and place into good operational service the following scope of work.

INCLUDES:

Item #1 Replace (1) existing Valcom VTCM Board-Card 8 with new VE-TCM 24 Point Talkback Expansion Card.

Item #2 Program, test and verify.

Prevailing wage rates-1st shift.

Credit Card Payments are subject to 3.5% processing fee.

EXCLUDES:

- Work outside of the above inclusions.
- Work done at premium time (Normal Business Hours M-F 7AM-4PM)
- Fire Watch
- Ariel Man Lift
- Shop Drawings
- Permit fees

All material is guaranteed to be as specified and completed in a professional workmanlike manner for the lump sum of **\$1,975.00** with payments to be paid on receipt of invoice. Above price is based upon the above listed scope of work.

Insurance and Bonds

Sierra Building Systems Coverage includes the following:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PPK1766437	12/14/2017	12/14/2018	EACH OCCURRENCE	\$	1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
						MED EXP (Any one person)	\$	5,000	
						PERSONAL & ADV INJURY	\$	1,000,000	
						GENERAL AGGREGATE	\$	2,000,000	
						PRODUCTS - COMP/OP AGG	\$	2,000,000	
							\$		
						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
						BODILY INJURY (Per person)	\$		
						BODILY INJURY (Per accident)	\$		
						PROPERTY DAMAGE (Per accident)	\$		
						Uninsured motorist combined	\$		
						EACH OCCURRENCE	\$	5,000,000	
						AGGREGATE	\$	5,000,000	
							\$		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ACEBA3036414869	4/20/2017	4/20/2018				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		FOB615095	12/14/2017	12/14/2018				
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	57WECZQ9575	8/1/2017	8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER			
						E.L. EACH ACCIDENT	\$	1,000,000	
						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
A	Errors & Omissions		PPK1766437	12/14/2017	12/14/2018	LIMIT		\$1,000,000	
								\$1,000,000	

If the contract requires limits higher than noted above and the information is not provided at bid time there will be additional cost associated with the increase of coverage.

Terms and Conditions


Sierra Building Systems offers and agrees to furnish all labor and materials to be completed in a professional workmanlike manner to install the equipment or provide services as described above in accordance with the scope of work. Any alterations or deviations from the written scope of work or any request to provide or perform additional materials or labor not outlined above involving extra costs will be executed only upon written change orders and will become an extra charge over and above the listed price above. All invoices not paid in full by the agreed date will be subject charges in the amount of 2% per month of the total due, and if necessary responsible for all attorney(s) fees for collection. This proposal may be withdrawn by us if not accepted within (15) days of receipt.

Sierra Building Systems shall be provided with owner name, lending company and bonding companies name for this project to include all pre-lien information. Alarm system monitoring may be provided under a separate additional contract. Any losses, theft or damages to equipment or materials installed by Sierra Building Systems, Inc. or secured on the project site shall be covered by the General Contractors or Owners Builders Risk Insurance. Sierra Building System will not be held liable for any such losses or damages to said equipment or material theft or damages. Any changes or additions required by the AHJ will be an addition to this proposal price. This scope and our terms and conditions will become an integral part of the contract. By issuing a subcontract, purchase order or written authorization to proceed you have agreed to this scope of work, price and terms and conditions as stated within this document and it will become an integral part of the contract. If no contract or purchase order is to be provided this document must be returned with an authorized agent of the owner's signature.

Should you have any questions please feel free to call me.

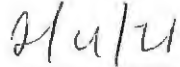
Scott Pierce
Service Manager
Sierra Building Systems, Inc.

Acceptance of Proposal - The above prices, specifications and/or scope of work, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as listed above.

 2nd Supt of Business Sys and Operations

Authorized Signature
Audrey Kilpatrick

Title


Date of Acceptance

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Agreement for Linmoore Fencing
And Iron Works Inc. and
Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent, Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

RDA Funds

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The district has contracted with Linmoore Fencing for a fencing enclosure to secure the portable generator at Glen Edwards Middle School. The services will include installation of chain link fencing, privacy slates and walk gate for the generator enclosure and an additional access gate on the school site. The cost for these services totals to \$6,195 and will be paid with RDA funds.

RECOMMENDATION:

Administration recommends that the Board ratify the agreement between Linmoore Fencing and Iron Works, Inc. and Western Placer Unified School District.



LINMOORE FENCING and Iron Works Inc.

7512 Watson Way

Citrus Heights, Ca 95610

(916)725-4321 Phone / (916)728-4321 Fax

info@linmoorefencing.com

www.linmoorefencingsacramento.com

Lic. #711703

Date: 2/04/2021

Contract: Western Placer Unified School District

Phone: Troy – 916.434.3738

Address: Glen Edwards Middle School – 204 L St Lincoln, CA

Description of the Project and Significant Materials:

CONSTRUCTION CONTRACT

Install approximately 96' of 6' tall chain link fencing

Black vinyl coated wire with black Privacy plus slats

2 7/8" Corner posts

2 3/8" Line posts

Includes

1 8' double gate

Using 2 7/8" posts

1 walk gate _____ \$5,520.00

Install in a separate location at Glen Edwards

1 4' walk

w/ lockable fork latch _____ \$675.00

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

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

Contract Price: General Contractor shall pay Linmoore Fencing & Iron Works, Inc. the fixed sum of

\$ Six Thousand One Hundred Ninety-Five Dollars 00/100'

\$6,195.00

For the work performed under this contract, subject to additions and deductions pursuant to change orders agreed upon by both parties. Payment Terms: PAID IN FULL UPON COMPLETION

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

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

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

Date _____

Jay Linstroth, Linmoore Fencing & Iron Works, Inc.

Home Owner / General Contractor / Authorized Representative

Asst Supt of Business Svs and Operations

Audrey Kilpatrick

Date 2/4/21



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Lic. #711703

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

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

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

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

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

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

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

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

Date 2/4/21
Home Owner / General Contractor / Authorized Representative

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



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Lic. #711703

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

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

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

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

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

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

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

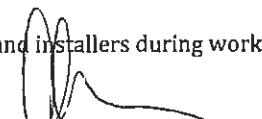
Linmoore Fencing and Iron Works, Inc. is not responsible for pulling permits pertaining to the owner's property. Linmoore Fencing and Iron Works, Inc. will perform work as laid out by property owner. **Permits and disclosure of all rules by Homeowner's Association, Private RCC, residential and commercial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

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

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

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

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


Date 2/21/21
Home Owner / General Contractor / Authorized Representative

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract with TNT Fireworks and Western Placer Unified School District - Twelve Bridges Middle School Music Program

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick, Asst. Supt.-Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

TBMS - ASB Fundraising

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with TNT Fireworks and Western Placer Unified School District/Twelve Bridges Middle School (TBMS) for the 2021-22 school year as a fundraiser for the Music Program. The services provide TBMS with a 24 ft. fireworks stand at the Twelve Bridges & Lincoln Village location. The cost of services is \$2,029.94 and will be paid with ASB Fundraising.

RECOMMENDATION:

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



CONTRACT AGREEMENT TNT FIREWORKS™

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



Date: 2/24/20 Program: TNT FIREWORKS Fire 3.0 Liability: 3.0 Discount: 50
 Account Name: WPUSD TWELVE BRIDGES MS MUSIC Account No: 2026723 Location No: CNM3265
 Chair: NATHAN BROWN Location Name: LINCOLN VILLAGE @ TWELVE BRIDG
 Address: 770 WESTVIEW DR * Address: 805 - 855 TWELVE BRIDGES ROAD
 City, State, Zip: LINCOLN, CA 95648 Intersection: LINCOLN, CA
 E-Mail: nbrown@wpusd.k12.ca.us City, State, Zip: _____
 Telephone: (C) _____ (W) _____ (H) _____
 Co-Chair: _____ Sales Period: JULY 2021
 Address: _____ Sales Assoc.: Aaron Crawford Assoc. No.: 531
 City, State, Zip: _____ E-Mail: _____
 Telephone: (C) _____ (W) _____ (H) _____

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

ESTIMATED EXPENSES:

ITEM DESCRIPTION	AMOUNT EACH	BILL TO ACCOUNT
ADVERTISING / COUPONS	1 0.00	50.00
24' Stand Service Fee	1 0.00	375.00
FIRE EXTINGUISHER RENTAL	2 0.00	49.00
SFM License	1 0.00	50.00
Location Rent	1 0.00	1400.00
Freight Charge	1 0.00	75.00
STAND SERVICE SALES TAX	1 0.00	30.94

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

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

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

BY SIGNING THIS CONTRACT ACCOUNT AGREES TO THE FOLLOWING:

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

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

Aaron Crawford AMERICAN Sales Associate Date 2/4/21
Mudrey Kilpatrick Authorized Agent for Account Date _____
 AMERICAN Home Office Rep. Date _____ Authorized Agent for Account - Please Print Name

By signing this contract I acknowledge that I am authorized by the Account to sign this Agreement for the fireworks season listed above. Original - Office Yellow - Customer Pink - Sales Associate Green - House File

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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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 WAVE Business 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:

CR Funds - Federal

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached amendment to the current contract with WAVE Business and Western Placer Unified School District is to increase the network speed at Lincoln High School. Although the contract notes a start date of July 1, 2021, Wave will provide the upgraded speed as soon as possible. This amendment to the contract increases the month cost from \$750 to \$1,500 and will be paid with CR Funds – Federal for the remainder of this school year. After that time the cost will be funded by E-Rate/General Fund.

RECOMMENDATION:

Administration recommends that the Board ratify the amendment to the contract agreement between WAVE Business and Western Placer Unified School District.

**THIRD AMENDMENT
TO
ORDER FOR DATA TRANSPORT SERVICES
E-Rate Customer**

This Third Amendment to Order for Data Transport Services: E-Rate Customer (this "Third Amendment") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company ("Provider"), and WESTERN PLACER UNIFIED SCHOOL DISTRICT, a California school district ("Customer").

BACKGROUND

- A.** Provider and Customer are the parties to that certain Master Services Agreement between Provider and Customer dated March 16, 2018 (the "MSA"), pursuant to which Customer may elect to order from Provider certain communications services, including high speed Internet access, data transport, and other services.
- B.** As contemplated by the MSA, Provider and Customer entered into that certain Order for Data Transport Services: E-Rate Customer dated April 11, 2018 (the "April 11 Order"), as subsequently amended by that certain First Amendment to Order for Data Transport Services: E-Rate Customer dated March 6, 2020 (the "First Amendment"), and by that certain Order Form for Move / Add / Change / Delete dated October 9, 2020 (the "October 9 MACD Order"), and by that certain Second Amendment to Order for Data Transport Services: E-Rate Customer dated November 20, 2020 (the "Second Amendment," and, together with the April 11 Order, the October 9 MACD Order, and the First Amendment, the "Original Order").
- C.** Pursuant to the Original Order, Customer receives from Provider a 1 Gbps EPL Circuit (the "Service") connecting the A Location Service Site of District Office (HUB Site), 600 Sixth Street, Lincoln, CA 95648, to the Z Location Service Site of Lincoln High School, 790 J Street, Lincoln, CA 95648 ("790 J Street"), in exchange for an MRC of Seven Hundred Fifty and No/100 Dollars (\$750.00).
- D.** Pursuant to Section 5 of the Original Order, Customer has the right to upgrade the Service to a bandwidth of 10 Gbps, at an increased MRC, as more fully set forth below. Customer is now exercising that option.
- E.** All capitalized terms used but not defined in this Third Amendment shall have the meanings given to them in the MSA or the Original Order, as applicable.

AGREEMENT

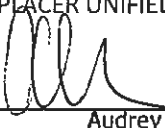
Section 1: Upgrade of the Service. Commencing July 1, 2021, Provider shall upgrade the Service to 790 J Street to a bandwidth of 10 Gbps. Once the upgrade has been performed, the MRC for the upgraded Service shall increase to One Thousand Five Hundred and No/100 Dollars (\$1,500.00). There shall be no installation charge or fee associated with this upgrade.

Section 2: Miscellaneous. Except as expressly amended by this Third Amendment, the Original Order remains in full force and effect in accordance with its terms and is hereby ratified and affirmed by the parties. This Third Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to one party by the other party in portable document format (pdf) images via email will be considered the same as an original document.

The date this Third Amendment will become effective when both parties have signed it.

CUSTOMER:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By 
Name: Audrey Kilpatrick
Title: Asst Supt of Business Svs and Operations
Date: 12/1/20

PROVIDER:

WAVEDIVISION HOLDINGS, LLC

By _____
Name: _____
Title: _____
Date: _____

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Agreement
between Cal State TEACH and Western
Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

ENCLOSURES:

Agreement

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and Cal State TEACH approve of this revised agreement. This agreement authorizes the District to host student teachers.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the agreement between Cal State TEACH and the Western Placer Unified School District.



California State University's CalStateTEACH Program

**Memorandum of Understanding and Agreement to
Provide Student Teacher Placements to University Students**

This agreement is between the Western Placer Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning January 1, 2021 and ending December 31, 2023, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the internship for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.



6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.
7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.



4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.



The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the internship placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.



5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this 9th date of February 2021.

School District Designee

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of 2020-2021 Amendment with
Follett Destiny Solution

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

CARES

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

Destiny is our library management system. We have a feature called "Resource Manager" in our secondary school Destiny accounts that allows for the easy tracking and transfer of technology equipment from school to school. Our elementary accounts do not presently have this feature. Therefore, our ability to efficiently manage, track, and transfer technology equipment at the elementary level is limited. This impacted our responsiveness to elementary staff and families during COVID Chromebook distribution. As we are now committed to being a 1:1 district going forward, purchasing the "Resource Manager" feature at elementary schools will allow us to better monitor our technology inventories across the district and be more responsive to staff and family needs.

RECOMMENDATION:

Administration recommends that the Board approve the amended proposal agreement between Follett Destiny Solution and Western Placer Unified School District.

January 29, 2021

Kathleen Leehane
Supplemental & Accountability Director
Western Placer Unified Schools
600 6th St Ste 400
Lincoln, CA 95648

Dear Ms. Leehane:

Follett School Solutions is pleased to present the enclosed Amendment to your Destiny® Resource Management agreement.

In order for us to ensure your project completes smoothly, please provide us with the information listed below:

- An authorized representative of your District needs to sign page 3.
- Please have an authorized representative of your District Sign and complete the fields as prompted and upload your PO if available. Additionally, make sure you return **ALL PAGES** of the signed document to your sales consultant. Ensure that the data on Schedule A is accurate (if attached).
- After the licenses have been activated:
 - Sign, date, and return the Acknowledgement of Delivery form as instructed above. Please include your printed name, title, and district address.

We look forward to a successful Follett Destiny Solution implementation and we appreciate your decision to partner with Follett.

Sincerely,

Shauna Lentz
Inside Sales Consultant - Technology
Phone: 877-899-8550 Ext. 46264
Fax: 815-578-5267
SLentz@Follett.com

Amendment E
Destiny® Resource Management Agreement

Western Placer Unified Schools

Quote # 1103332-2

Customer # 0423629

January 29, 2021

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Western Placer Unified Schools ("you") in Lincoln, CA dated July 31, 2012 (the "Agreement") is effective January 29, 2021. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until March 24, 2021.
Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

Summary of Software and Services: Year 1 Costs	Pricing
The total dollar amount included in this Amendment is	\$6,993.00
Software License	

PN293 – Add on Resource Manager Promotion

- Destiny Resource Manager – Complete Edition for seven (7) location(s)
 - Online documentation and Help
 - Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management.

Please Note:

- Implementation services costs are not included.
- Data conversion and data enhancement services costs are not included.
- All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.
- All pricing is listed in United States dollars.
- Payment terms are Net 30 days from Invoice.
- To the extent allowable by law, this Amendment is strictly confidential.

Annual Licensing and Maintenance Costs Starting Year 2*

Software License

- Destiny Resource Manager – Complete Edition for seven (7) location(s)
 - Online documentation and Help
 - Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management.
- District Technical Support includes:
 - Toll-free telephone technical support for designated Customer contacts
 - 24/7 customer Web Portal, with searchable online knowledge base
 - Unlimited email support
 - Follett Community (how-to's, training tools, and videos)
 - Product updates

Total Annual Licensing and Maintenance Costs:** **\$4,156.18**

*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to receive maintenance and updates.

** Note: This new pricing will be reflected in your next annual renewal fee.

Note: The Follett Destiny Solution is a Schools Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (web.kimonocloud.com).

By signing below, you represent that you have read the terms of this Amendment, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.

Western Placer Unified Schools

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: 1340 Ridgeview Drive

E-mail _____

McHenry, IL 60050

Address: _____

Address: _____

Date: _____

Date: _____

Do you have a PO to attach for this purchase?

☐

Yes

☐

No, I will provide at a later date

☐

No, I will not be using a PO

Please provide a reference for Billing Purposes
(such as the Billing Contact's Name):

To ensure your implementation starts when planned and goes smoothly, please provide us with the information listed below:

- Ensure that the data on Schedule A is accurate (if attached).
- An authorized representative of your District needs to **sign above**. Additionally, make sure you return **ALL PAGES** of the signed document to your sales consultant.

Licensed School Sites

Schedule A

*Note: Licenses are transferable.

District Name: WESTERN PLACER UNIF SCHS

Site Name	Acct #-Oracle EBS	Destiny Products	Data Service	Digital Content Subscriptions
CARLIN C COPPIN ELEM SCH	0423613	Library Manager Textbook Manager Media Manager Resource Manager	<input type="checkbox"/> LM <input type="checkbox"/> TM <input type="checkbox"/> MM <input type="checkbox"/> RM	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program- AR/RC <input type="checkbox"/> Standards <input type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC- CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net <input type="checkbox"/> Biblionasium Integration

Site Name	Acct #-Oracle EBS	Destiny Products	Data Service	Digital Content Subscriptions
CREEKSIDE OAKS ELEM SCH	0412099	Library Manager Textbook Manager Media Manager Resource Manager	<input type="checkbox"/> LM <input type="checkbox"/> TM <input type="checkbox"/> MM <input type="checkbox"/> RM	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program- AR/RC <input type="checkbox"/> Standards <input type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC- CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net <input type="checkbox"/> Biblionasium Integration
FIRST ST SCH	0406682	Library Manager Textbook Manager Media Manager Resource Manager	<input type="checkbox"/> LM <input type="checkbox"/> TM <input type="checkbox"/> MM <input type="checkbox"/> RM	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program- AR/RC <input type="checkbox"/> Standards <input type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC- CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net <input type="checkbox"/> Biblionasium Integration

Site Name	Acct #-Oracle EBS	Destiny Products	Data Service	Digital Content Subscriptions
FOSKETT RANCH ELEM SCH	0416036	Library Manager Textbook Manager Media Manager Resource Manager	<input type="checkbox"/> LM <input type="checkbox"/> TM <input type="checkbox"/> MM <input type="checkbox"/> RM	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program- AR/RC <input type="checkbox"/> Standards <input type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC- CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net <input type="checkbox"/> Biblionasium Integration
LINCOLN CROSSINGS	0415482	Library Manager Textbook Manager Media Manager Resource Manager	<input type="checkbox"/> LM <input type="checkbox"/> TM <input type="checkbox"/> MM <input type="checkbox"/> RM	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program- AR/RC <input type="checkbox"/> Standards <input type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC- CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net <input type="checkbox"/> Biblionasium Integration

Site Name	Acct #-Oracle EBS	Destiny Products	Data Service	Digital Content Subscriptions
SHERIDAN ELEM SCH	0403918	Library Manager Textbook Manager Media Manager Resource Manager	<input type="checkbox"/> LM <input type="checkbox"/> TM <input type="checkbox"/> MM <input type="checkbox"/> RM	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program- AR/RC <input type="checkbox"/> Standards <input type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC- CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net <input type="checkbox"/> Biblionasium Integration
TWELVE BRIDGES ELEM SCH	0418150	Library Manager Textbook Manager Media Manager Resource Manager	<input type="checkbox"/> LM <input type="checkbox"/> TM <input type="checkbox"/> MM <input type="checkbox"/> RM	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program- AR/RC <input type="checkbox"/> Standards <input type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC- CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net <input type="checkbox"/> Biblionasium Integration

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Student Discipline
Stipulated Expulsion
Student #20-21-A

AGENDA ITEM AREA:

Consent Session

REQUESTED BY:

Chuck Whitecotton
District Hearing Officer

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

PUBLIC HEARING

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	
<ol style="list-style-type: none"> 1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students 2. Foster a safe, caring environment where individual differences are valued and respected. 3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness. 4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students. 5. Promote student health and nutrition in order to enhance readiness for learning. 	

SUBJECT:

Public Hearing on Resolution #20/21.21 Authorizing the Use of the Bond Opportunity for Land Development Program and Authorizing Related Actions

AGENDA ITEM AREA:

Public Hearing

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services/Facilities

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

Beazer Homes, a developer within the boundaries of the District's CFD #1, has requested the use of the BOLD program to fund their mitigation obligations. The Board has considered a Supplemental Mitigation Agreement with Beazer Homes in order to enable the use of the BOLD program.

A requirement of BOLD program is to hold a duly noticed public hearing regarding the program. A public hearing notice was placed in the Lincoln News Messenger on February 11, 2021 (attached) regarding the proposed participation in the BOLD program. The notice was also posted at the District Office and with this agenda item. After the public hearing, and after consideration of the Supplemental

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

Mitigation Agreement with Beazer Homes, the Board may consider the Resolution authorizing the use of the BOLD program for this development project.

The BOLD program has been vetted thoroughly by the District, Capitol Public Finance Group, and the District's legal counsel as a viable and beneficial alternative to traditional mitigation fee collection. In lieu of collecting fees as permits are issued throughout build out of the project, the District will receive a lump sum payment of the agreed mitigation amount which will provide funding for the District's ongoing capital projects. Additionally, if the District authorizes the use of the BOLD program for this homebuilder, CFD #1 will not appear on property owner tax bills.

RECOMMENDATION:

Administration recommends the Board hold a public hearing regarding Resolution #20/21.21 authorizing the use of the Bond Opportunity for Land Development Program and authorizing related actions

NOTICE OF PUBLIC HEARING

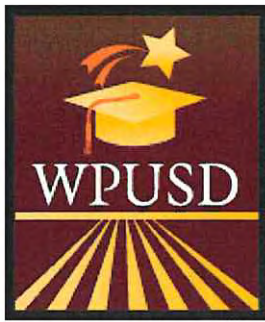
NOTICE IS HEREBY GIVEN that on February 16, 2021, a public hearing will be held with respect to the proposed participation by the Western Placer Unified School District (the "District") in the Bond Opportunities for Land Development ("BOLD") program of the California Municipal Finance Authority ("CFMA"). Participation in said program will enable property owners to finance public capital improvements and/or development impact fees for public capital improvements imposed on new development within the boundaries of the District. Said public capital improvements, if financed, will be among the public capital improvements required in connection with a given development project. Said development impact fees, if financed, will be used by the District to pay for public capital improvements which will serve the District, and which will be of a type and nature authorized under the Mello-Roos Community Facilities Act of 1982 (California Government Code section 53311 et seq.). Participation in said program does not itself authorize the District to impose additional public capital improvements or new or additional development impact fees on any property owner.

The hearing will commence at 6:00 p.m. or as soon thereafter as the matter can be heard, and will be held at WPUSD District Office/City Hall Building, 600 Sixth Street, Lincoln, Ca 95648 (Go To Meeting due to COVID restrictions). Interested persons wishing to express their views on the participation in such program and the financing of public capital improvements and/or development impact fees as described above will be given an opportunity to do so during the public hearing (Check Meeting Agenda for Go To Meeting link) or may, prior to the time of the hearing, submit written comments to Western Placer Unified School District, 600 Sixth Street, Suite 400, Lincoln, CA 95648, Attention: Audrey Kilpatrick.

Dated: February 11, 2021

WESTERN PLACER UNIFIED SCHOOL
DISTRICT

Brian Haley, Clerk of the Board



WESTERN PLACER UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

Resolution #20/21.21 Authorizing the Use of the Bond Opportunity for Land Development Program and Authorizing Related Actions

**Held Via Go To Meeting While Shelter in Placer Order is in Effect
February 16, 2021
6:00 P.M.**

(Please see agenda published online for a phone number and meeting code included on the agenda for the public to access the meeting live)

NOTICE IS HEREBY GIVEN that on February 16, 2021, a public hearing will be held with respect to the proposed participation by the Western Placer Unified School District (the "District") in the Bond Opportunities for Land Development ("BOLD") program of the California Municipal Finance Authority ("CFMA"). Participation in said program will enable property owners to finance public capital improvements and/or development impact fees for public capital improvements imposed on new development within the boundaries of the District. Said public capital improvements, if financed, will be among the public capital improvements required in connection with a given development project. Said development impact fees, if financed, will be used by the District to pay for public capital improvements which will serve the District, and which will be of a type and nature authorized under the Mello-Roos Community Facilities Act of 1982 (California Government Code section 53311 et seq.). Participation in said program does not itself authorize the District to impose additional public capital improvements or new or additional development impact fees on any property owner.

The hearing will commence at 6:00 p.m. or as soon thereafter as the matter can be heard, and will be held at WPUSD District Office/City Hall Building, 600 Sixth Street, Lincoln, Ca 95648 (Go To Meeting due to COVID restrictions).

Interested persons wishing to express their views on the participation in such program and the financing of public capital improvements and/or development impact fees as described above will be given an opportunity to do so during the public hearing (Check Meeting Agenda for Go To Meeting link) or may, prior to the time of the hearing, submit written comments to Western Placer Unified School District, 600 Sixth Street, Suite 400, Lincoln, CA 95648, Attention: Audrey Kilpatrick.

Posted: February 11, 2021

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approve Supplemental Mitigation Agreement - Beazer Homes

AGENDA ITEM AREA:

Action

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent - Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

The District has several mitigation agreements with real estate developers to provide enhanced funding for the construction of school facilities in order to serve such development. Beazer Homes is planning to begin construction on 49 new homes and are obligated under the terms of an existing mitigation agreement within the boundaries of CFD No. 1. Under the terms of the mitigation agreement, the homebuilder can opt to pay its entire mitigation amount as a one-time payment. Beazer Homes has opted to utilize the one-time payment option and has requested to utilize the BOLD program to finance the mitigation amount. They feel that it is more cost effective than financing the fees through the District's CFD #1. If the District authorizes the use of the BOLD program for this homebuilder, CFD #1 will not appear on property owner tax bills.

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

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

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

RECOMMENDATION:

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

**SUPPLEMENTAL SCHOOL MITIGATION AGREEMENT
BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND
VILLAGE 25 – LINCOLN, L.P. AND BEAZER HOMES**

This Supplemental School Mitigation Agreement ("Supplemental Agreement") is executed this 16th day of February, 2021 (the "Execution Date") between the Western Placer Unified School District (the "District"), a school district organized and existing under the laws of the State of California, and Beazer Homes Holdings, LLC, a Delaware limited liability company (the "Builder") and Village 25 – Lincoln, L.P., a Delaware Limited Partnership (the "Owner"). District, Builder and Owner are sometimes referred to herein as Party, or collectively as the Parties.

RECITALS

WHEREAS, the Owner possesses a tract of land on approximately 14 acres in the City of Lincoln, within the District's boundaries (the "District's Boundaries") as described in **Exhibit A** ("Owner Property"), commonly known as Twelve Bridges Village 25 (the "Development"), on which it intends to develop 49 residential units; and

WHEREAS, Builder holds an option to and intends to purchase the Development ("Optioned Property") from Owner; and

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

WHEREAS, the Development is subject to a School Mitigation Agreement dated April 21, 1999, which was amended on October 12, 1999 (together, the "School Mitigation Agreement"); and

WHEREAS, the School Mitigation Agreement provided for, among the other things, the formation of Community Facilities District No. 1 ("CFD No. 1") pursuant to the Mello-Roos Community Facilities Act of 1982 ("the Act") to pay for certain School Facilities (as defined in the School Mitigation Agreement) required to serve students generated by the Development; and

WHEREAS, the Resolution of Intention and Rate and Method of Apportionment for CFD No. 1 are attached hereto as **Exhibit B** ("CFD No. 1 RMA"); and

WHEREAS, the Development has been annexed into and is located in CFD No. 1; and

WHEREAS, the School Mitigation Agreement provides for Residential Units to be released from all or a portion of future special tax obligations if all or a portion of the School Mitigation Amount (as defined the School Mitigation Agreement) is paid to CFD No. 1 in the form of a One-Time Special Tax (as defined in the CFD No. 1 RMA) prior to a building permit being issued; and

WHEREAS, the Parties desire to supplement the School Mitigation Agreement to provide Owner and Buyer an alternative method to finance payment of the One-Time Special Tax; and

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

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

WHEREAS, the Owner intends to form a Mello-Roos Community Facilities District through the BOLD program (the "BOLD CFD") to finance payment of the One-Time Special Tax in CFD No. 1;

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

WHEREAS, the Parties agree this Supplemental Agreement applies to the Development, owned or controlled by Owner or Builder, whether or not the Development, or any lots comprising all or any portion thereof, are subsequently conveyed to other Owners and/or merchant builders; and

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

ARTICLE I **DEFINITIONS**

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

1.1 "Certificate of Compliance." "Certificate of Compliance" shall mean a certificate issued by District for the purposes of obtaining a building permit from the City acknowledging that the Owner and Builder has complied with all requirements of this Supplemental Agreement with respect to the issuance of a building permit for any Residential Unit located within the Development.

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

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

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

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

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

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

ARTICLE II

EFFECTIVE DATE AND TERMINATION

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

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

ARTICLE III

SCHOOL FACILITIES FINANCING AND OTHER OWNER/BUILDER OBLIGATIONS

3.1 Owner's Commitment to School Facilities Financing. Owner shall participate in financing the costs of School Facilities for the Development through: (i) payment of the School

Mitigation Amount for the Residential Units within the Development in a lump sum of seven hundred fifty one thousand seven hundred ninety five Dollars (\$751,795.00) funded through the BOLD CFD ("School Funding Amount"), which will be paid to CFD No. 1 for the One-Time Special Tax Payments for the Residential Units within the Development; and (ii) formation of the BOLD CFD, which shall include all of the Residential Units. The Owner may pay the School Mitigation Amount, accomplished through a One-Time Special Tax Payment to CFD No. 1, for any Residential Unit prior to the formation of the BOLD CFD and issuance of CFD Bonds, in which case these funds will be eligible for reimbursement to Owner upon issuance of CFD Bonds. The calculation of the School Amount, as prescribed by the School Mitigation Agreement, is set forth in **Exhibit D**.

3.2 Conditions on School Funding Amount. Owner shall cooperate with CMFA to provide for the School Funding Amount in a lump sum to the District, which shall be used to make One-Time Special Tax Payments to CFD #1 on Residential Units within the Development, no later than June 1, 2021 unless the BOLD CFD has not generated an appraised property value (or met other CMFA underwriting criteria) necessary to support issuance of CFD Bonds to generate the full School Funding Amount. In that case, the Owner shall support the sale of the CFD Bonds to generate the School Funding Amount as soon as otherwise acceptable to CMFA. In the event the School Funding Amount is not received by the District by June 30, 2021, the School Funding Amount will be recalculated and adjusted for inflation as described in the School Mitigation Agreement.

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

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

3.4.1. Owner Cooperation. The Owner shall take all reasonable actions and use its reasonable efforts to assist with formation of the BOLD CFD, and authorization of special taxes

and issuance of the CFD Bonds. The Owner shall take no action to prevent levy and collection of the special taxes and issuance of the CFD Bonds, so long as such authorization and issuance is consistent with the terms of the applicable RMA and this Supplemental Agreement; Owner acknowledges and understands that special taxes may be levied on undeveloped property under the terms of the RMA in the event of high delinquencies within the CFD.

3.5 Full and Complete Mitigation. It is the intent of the Parties hereto that the terms and conditions set forth in this Supplemental Agreement shall serve as full and complete mitigation for any school related impacts resulting from development of the Development that have not otherwise been addressed through the School Mitigation Agreement. By acknowledging and agreeing to the terms and conditions set forth in this Supplemental Agreement, the District hereby agrees that the terms and conditions set forth in this Supplemental Agreement shall serve as full and complete mitigation for any school related impacts resulting from development of the Development, and that no additional mitigation, except as expressly addressed in the School Mitigation Agreement, shall be required in connection thereto.

3.6 Compliance with School Mitigation Agreement and CFD #1 RMA. The Parties will comply the terms of the School Mitigation Agreement including, but not limited to, assessment of special taxes required by CFD No. 1.

ARTICLE IV **DISPUTES**

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

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

5.1 In General. The Owner and Builder acknowledges that all terms and conditions of the Supplemental Agreement shall be binding on all successors-in-interest, including but not limited to, purchasers of all or a portion of the Development, except as provided for at Section 5.1.1 hereinafter. The Owner agrees to execute, a Memorandum of Agreement to be recorded against the Development in the real property records of the County in the form attached hereto as **Exhibit E** according to the following schedule. Owner shall cause a Memorandum of Supplemental Agreement to be recorded on Development on or about the date which is the later of the date (i) Owner obtains annexation or tentative tract approval of those lots, whichever is

earlier, and (ii) the date Builder acquires fee simple title to those lots. Since it is anticipated this schedule will require recordation of separate Memorandums of Agreement as portions of the Development meet the foregoing schedule at different times, Owner and Builder shall sign and cause to be recorded additional Memorandums of Agreement as and when required under this Section. The District shall forward to Owner and Builder a conformed copy of the recorded Memorandum of Agreement within ten (10) days following return of the recorded original to the District from the recorder's office. In addition, within thirty (30) days following the closing of a bulk sale of the proposed lots by Owner, Owner or Builder shall provide District written notice of the sale, which notice shall include (a) the name of the Buyer, (b) the name of the subdivision, (c) the number of lots, (d) the name, address and telephone number of Buyer's representative, and (e) the closing date.

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

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

ARTICLE VI **INTERPRETATIONS**

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

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

6.3 Force Majeure. Neither Party shall be held responsible or liable for an inability to fulfill any obligation under this Supplemental Agreement by reason of an act of God, natural disaster, accident, breakage or failure of equipment, strikes, lockouts, or other labor disturbances or disputes of any character, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, acts of terrorism, civil disturbance, riot, litigation or other legal action by a third party arising out of or relating to this Supplemental Agreement or any School Facility, or by any other occurrence that is beyond the control of that Party ("Force Majeure") or its authorized agents, contractors or assigns. Any Party relying on a Force Majeure

shall give the other Party reasonable notice thereof and the Parties shall use their best efforts to minimize potential adverse effects from such Force Majeure, including without limitation, subcontracting the obligations of the Party claiming such Force Majeure to a third party and extending the time periods for performance.

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

To District:

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

With a copy to Legal Counsel:

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

To Owner:

Village 25 – Lincoln, L.P.
c/o Hearthstone, Inc.
24151 Ventura Blvd.
Calabasas, CA 91302
Attn: Steven Porath, Esq., General Counsel
Phone: (818) 385-3697
Fax: (818) 385-0310

to Builder:

Beazer Homes
2710 Gateway Oaks Drive, Suite 190-N
Sacramento, CA 95833
Attn: Taylor Bollinger
Phone: (916) 606-5327
Email: taylor.bollinger@beazer.com

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

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

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

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

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

6.10 Entire Agreement. This Supplemental Agreement sets forth the entire understanding of the Parties relating to the specific transactions it contemplates, and supersedes all prior understandings on such matters relating to them, whether written or oral. This Supplemental Agreement is intended to supplement the School Mitigation Agreement.

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

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

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

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

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

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

6.17 Effective Date of Agreement. This Supplemental Agreement shall take effect on the Effective Date.

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

BEAZER,
a Delaware [Corporation]

By: _____

Title: _____

Date: _____

CAL HEARTHSTONE PBLO GP, LLC
A Delaware limited liability company

By: _____

Title: _____

Date: _____

EXHIBIT A
Development

EXHIBIT B

CFD #1 Resolution and RMA

EXHIBIT C

BOLD Program Description

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

EXHIBIT D

Calculation of School Mitigation Amount

Lot	Plan	Square feet	Fee Amount*
1	1	1,876	\$ 13,919.92
2	3	2,768	\$ 16,324.00
3	1	1,876	\$ 13,919.92
4	1	1,876	\$ 13,919.92
5	3	2,768	\$ 16,324.00
6	1	1,876	\$ 13,919.92
7	3	2,768	\$ 16,324.00
8	2	2,369	\$ 16,324.00
9	3	2,768	\$ 16,324.00
10	1	1,876	\$ 13,919.92
11	1	1,876	\$ 13,919.92
12	2	2,369	\$ 16,324.00
13	1	1,876	\$ 13,919.92
14	2	2,369	\$ 16,324.00
15	1	1,876	\$ 13,919.92
16	2	2,369	\$ 16,324.00
17	3	2,768	\$ 16,324.00
18	2	2,369	\$ 16,324.00
19	3	2,768	\$ 16,324.00
20	1	1,876	\$ 13,919.92
21	3	2,768	\$ 16,324.00
22	2	2,369	\$ 16,324.00
23	1	1,876	\$ 13,919.92
24	3	2,768	\$ 16,324.00
25	2	2,369	\$ 16,324.00
26	1	1,876	\$ 13,919.92
27	3	2,768	\$ 16,324.00
28	2	2,369	\$ 16,324.00
29	1	1,876	\$ 13,919.92
30	3	2,768	\$ 16,324.00
31	2	2,369	\$ 16,324.00
32	1	1,876	\$ 13,919.92
33	3	2,768	\$ 16,324.00
34	1	1,876	\$ 13,919.92
35	3	2,768	\$ 16,324.00
36	1	1,876	\$ 13,919.92
37	2	2,369	\$ 16,324.00
38	3	2,768	\$ 16,324.00
39	1	1,876	\$ 13,919.92
40	1	1,876	\$ 13,919.92
41	2	2,369	\$ 16,324.00
42	3	2,768	\$ 16,324.00
43	2	2,369	\$ 16,324.00
44	1	1,876	\$ 13,919.92
45	1	1,876	\$ 13,919.92
46	3	2,768	\$ 16,324.00
47	1	1,876	\$ 13,919.92
48	2	2,369	\$ 16,324.00
49	3	2,768	\$ 16,324.00
Total		112,605	\$ 751,795.00

* \$7.42/Sq. Ft. - Up to 2,200 Sq. Ft.

Plan 1: \$7.42 x 1,876 = \$13,919.92

Plan 2: \$7.42 x 2,200 = \$16,324.00

Plan 3: \$7.42 x 2,200 = \$16,324.00

EXHIBIT E

RECORDING OF MEMORANDUM OF AGREEMENT

MEMORANDUM OF SUPPLEMENTAL SCHOOL IMPACT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space Above Line For Recorder's Use

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

MEMORANDUM OF SCHOOL IMPACT MITIGATION AGREEMENT

This Memorandum of Supplemental School Mitigation Agreement ("**Memorandum**") is executed pursuant to the terms and conditions of that certain Agreement by and between WESTERN PLACER UNIFIED SCHOOL DISTRICT, a public school district in the State of California ("**District**"), and Beazer Homes Holdings, LLC., a Delaware limited liability company ("**Builder**") and Village 25 – Lincoln, L.P., a Delaware Limited Partnership (the "**Owner**") regarding the impact on school facilities and payment of mitigation fees and special taxes as they pertain to the residential housing development commonly known as _____, which, among other things, the Agreement provides for the payment of school impact fees for financing the costs of design and construction of various school facilities due to the impact on school facilities by development of the property (as described in the School Mitigation Agreement dated October 12, 1999) located in the City of Lincoln, County of Placer, State of California more particularly described in **Exhibit 1**, attached hereto and incorporated herein (the "Property"). A Mello-Roos Community Facilities District shall be formed on the Property. A copy of the Agreement can be obtained at the offices of the District during regular business hours.

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

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

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

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

OWNER

Village 25 – Lincoln, L.P.
A Delaware limited Partnership

By: Cal Hearthstone PBLO GP, LLC
A Delaware limited liability company
General Partner

By: Cal Hearthstone Public Builder Lot Option,
LLC
a Delaware limited liability company
Sole Member

By: HEARTHSTONE PROFESSIONALS –
CS, L.P.
a Delaware limited partnership
Member Manager

By: Hearthstone, Inc.,
A California corporation
General Partner

By: _____
Steven C. Porath,
Authorized Person

Date: _____

BUILDER

Beazer Homes Holdings, LLC
A Delaware limited liability company

By: _____
James G. Baggarly, LA & LD Dept Head – Northern
California

Date: _____

By: _____
Taylor R. Bollinger, Dir Forward Planning – Northern
California

Date: _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
Scott M. Leaman, Superintendent
Date: _____

**EXHIBIT 1 TO MEMORANDUM OF SUPPLEMENTAL SCHOOL MITIGATION
AGREEMENT**

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Approve Resolution #20/21.21 Authorizing Use of the Bond Opportunities for Land Development (BOLD) and Authorizing Related Actions

AGENDA ITEM AREA:

Public Hearing

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services/Facilities

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

On January 19, 2020, the District became a member of the California Municipal Finance Authority (CMFA), a state-wide joint powers authority. CMFA has a program called the Bond Opportunity for Land Development (BOLD) designed to help municipalities and schools work together with developers to cost-effectively finance public infrastructure projects and fees through bonds issued by a Community Facilities District (CFD). The BOLD program uses a pre-selected team of bond/CFD industry professionals to form, maintain and issue bonds for the CFD on the District's behalf minimizing the amount of staff time and costs.

Beazer Homes, a developer within the boundaries of the District's CFD #1, has requested the use of the BOLD program to fund their mitigation obligations. The Board has considered a Supplemental Mitigation Agreement with Beazer Homes in order to enable the use of the BOLD program.

A requirement of BOLD program is to hold a duly noticed public hearing regarding the program. A public hearing notice was placed in the Lincoln News Messenger on February 11, 2021 (attached) regarding the proposed participation in the BOLD program. The notice was also posted at the District Office and with this agenda item. After the public hearing, and after consideration of the Supplemental

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

Mitigation Agreement with Beazer Homes, the Board may consider the Resolution authorizing the use of the BOLD program for this development project.

The BOLD program has been vetted thoroughly by the District, Capitol Public Finance Group, and the District's legal counsel as a viable and beneficial alternative to traditional mitigation fee collection. In lieu of collecting fees as permits are issued throughout build out of the project, the District will receive a lump sum payment of the agreed mitigation amount which will provide funding for the District's ongoing capital projects. Additionally, if the District authorizes the use of the BOLD program for this homebuilder, CFD #1 will not appear on property owner tax bills.

RECOMMENDATION:

Administration recommends the Board approve Resolution #20/21.21 authorizing the use of the Bond Opportunity for Land Development Program and authorizing related actions.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 20/21.21

RESOLUTION AUTHORIZING USE OF THE BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM; AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT PROCEEDINGS AND LEVY SPECIAL TAXES WITHIN THE TERRITORY OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, AS AMENDED; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "CMFA") is a joint exercise of powers authority the members of which include numerous cities, counties and other local agencies in the State of California (the "State"); and

WHEREAS, the CMFA provides financing services to its members and the Western Placer Unified School District (the "District") has, on January 19, 2021, adopted a resolution to become a member of CMFA; and

WHEREAS, the CMFA has established the Bond Opportunities for Land Development Program (the "BOLD Program") to allow the financing through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") of certain public facilities and development impact fees that finance public facilities (together, the "Improvements") to be owned by local agencies in the State; and

WHEREAS, the BOLD Program creates an opportunity for new developments to utilize Mello-Roos financing of Improvements for construction and/or acquisition by the District without the necessity of the District creating and administering the community facilities district; and

WHEREAS, the District desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in the BOLD Program and to allow the CMFA to conduct proceedings under the Act to form community facilities districts ("CFDs") under the Act, to levy special taxes within such CFDs, and to issue bonds secured by such special taxes under the Act to finance Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and the issuance of such bonds; and

WHEREAS, eligible property owners within the jurisdiction of the District may in the future elect to be Participating Developers, and the CMFA may conduct proceedings under the Act to form a CFD, levy special taxes within such CFD and issue bonds secured by such special taxes to finance Improvements; and

WHEREAS, the District will not be responsible for the conduct of any proceedings under the Act for the formation of any CFD; the levy or collection of special taxes for any CFD or any required remedial action in the case of delinquencies in any special tax payments; or the issuance, sale or administration of any bonds issued in connection with the BOLD Program; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this District Governing Board concerning the significant public benefits of the BOLD Program and the financing of the Improvements;

NOW, THEREFORE, BE IT RESOLVED by the District Governing Board as follows:

Section 1. The use of the BOLD Program in connection with the financing of Improvements is hereby authorized and approved. The appropriate officials and staff are hereby authorized and directed to allow BOLD Program participation to be available to property owners who are subject to the payment of fees for new development and/or who are conditioned to install public improvements in connection with new development.

Section 2. The District Governing Board hereby finds and declares that the issuance of bonds by the CMFA in connection with the BOLD Program will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the District.

Section 3. In connection with the issuance of bonds by the CMFA for the BOLD Program, one or more joint community facilities agreements or similar agreements will be required to be entered into, and the Superintendent or his designee ("Authorized Officer") is hereby delegated authority to enter into such agreements for and on behalf of the District. The District Governing Board hereby finds and declares that entrance into each such joint community facilities agreement will be beneficial to the residents of the District.

Section 4. The Authorized Officers and other appropriate District staff are hereby authorized and directed to allow and approve BOLD Program participation available to all property owners who are subject to the payment of fees for new development and/or who are conditioned to install public improvements in connection with new development, including signing developer applications or other documents evidencing the official intent of the District to reimburse itself in connection with each project from the proceeds of tax-exempt obligations issued by CMFA as part of the BOLD Program, and to advise such owners requesting participation in the BOLD Program that the District has approved the BOLD Program; provided, that the CMFA shall be responsible for providing applications and processing of documentation and related materials at its own expense.

Section 5. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the CMFA.

* * * * *

PASSED AND ADOPTED this 16th day of February, 2021 by the following vote, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kris Wyatt, President

ATTEST:

Brian Haley, Clerk

**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:

In-person/InterCONNECT Update

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

No

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

A report on in-person and InterCONNECT instruction will be provided to the Board. New guidelines will be shared if they are released by the State prior to the Board meeting.

RECOMMENDATION:

No action is required on this item.

**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:

Adoption of Revised/New
Exhibits/Policies/Regulations

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 16, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- AR 3515.1 – Video Camera Surveillance (Delete)
- BP 4301 – Administrative Staff Organization (New Policy/Renumbered Policy)
- AR 4112.62 4212.62 4312.62 – Maintenance of Criminal Offender Records (Delete)

RECOMMENDATION:

Administration recommends the Board of Trustees approve the new and revised Exhibits, Policies, and Regulations as submitted.

GAMUT WIP (Work In Progress) RECONCILIATION CHECKLIST

CATEGORY #1: FILES TO RETITLE (OR RENUMBER)

The titles of some policies in your manual do not match the titles that CSBA has assigned to that policy number in the codification system that underpins GAMUT Policy Plus. As a result, the system did not recognize your policies when they transferred from our old platform. These policies were imported as drafts and show up in the WIP folder with the title that CSBA uses.

In the WIP folder, these files have the number and title used in the CSBA sample manual. Addressing these files is simple: you just need to change the title and you can then move them out of WIP and into your district's live manual.

A) Policies (BP) and Bylaws (BB) to Retitle

ACTION NEEDED: Board approves renaming these policies

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

POLICY CODE	DISTRICT POLICY TITLE	NEW TITLE
BP 2220	Administrative Staff Organization	BP 2200 deleted and renumbered as BP 4301 Administrative Staff Organization

CATEGORY #2: FILES TO DELETE FROM YOUR POLICY MANUAL

Several policies correspond to a policy that CSBA has deleted from its sample policy manual. The numbers and titles for these policies no longer exist in the codification system that the GAMUT Policy Plus platform uses. As a result, these policies have nowhere to "live" in the new platform. They were imported as drafts and appear in the WIP folder with the title "N/A". Refer to CSBA's Master Guidesheet Deletion list to see when and why these policies/regulations were deleted from the CSBA sample manual. We recommend you delete these policies. If you chose to keep them, they would fall within Category #3, below.

B) Regulations (AR) and Exhibits (E) to Delete

ACTION NEEDED: Board approves deletion of these policies

CODE	DISTRICT TITLE	REASON
AR 3515.1	Video Camera Surveillance	<u>Crime Data Reporting</u> -The California Safe Schools Assessment, the state's method of crime data reporting for schools, has been suspended indefinitely. When a new system has been implemented by the state, CSBA will develop an appropriate regulation.
AR 4112.62 4212.62 4312.62	Maintenance of Criminal Offender Records	Regulation deleted and concepts moved into AR 4112.5/4212.5/4312.5 - Criminal Record Check.
E 4112.62 4212.62 4312.62	Maintenance of Criminal Offender Records	Exhibit renumbered and retitled as E 4112.5/4212.5/ 4312.5 - Criminal Record Check.

Video Camera Surveillance**Purpose and Scope**

To provide guidelines and establish procedures for surveillance operation, authorized users, storage and security, records retention, and viewing requests.

Monitoring By Video Cameras:

Video recording equipment may be installed in cafeteria, public gym locations, and on outside grounds to monitor buildings and exterior areas, including but not limited to parking lots, perimeters, and entrance and exit doors.

Each campus where a surveillance system is in use shall have signs posted in conspicuous locations stating the following: "This facility employs video surveillance equipment for security and safety purposes. This equipment may or may not be monitored at any time." Signs shall be in addition to any no trespassing or use of facilities signs and shall be posted at gated access points to the campus.

The Superintendent or designee will provide prior written notice to students, parents/guardians, and staff about the District's surveillance system, including the locations where surveillance may occur, explaining that the recordings may be used in disciplinary proceedings and that matters captured by the camera may be referred to local law enforcement, as appropriate.

System Operation

1. Concealed or non-working cameras are not permitted. Equipment shall not monitor areas where public and employees have a reasonable expectation of privacy, such as locker rooms and adult and student restrooms.
2. Any audio capability on the District's surveillance equipment shall be disabled so that sounds are not recorded.
3. The use of video monitoring equipment on school grounds will be supervised and controlled by the building Principal. The building Principal designates an administrator who operates the system and maintains the recordings. Any further delegation should be limited and should include only administrative staff.
4. The use of video monitoring equipment on school buses will be supervised and controlled by the Transportation Director. The Transportation Director designates an administrator who operates the system and maintains the recordings. Any further delegation should be limited and should include only administrative staff.
5. Information obtained through video surveillance shall be used exclusively for security and law enforcement purposes. Viewing areas off-campus, into neighboring property, into private vehicles, or onto any areas where there is an expectation of privacy is also prohibited.

Video Camera Surveillance

6. Administrative staff assigned to the video monitoring system will be required to attend an orientation program to review regulations and surveillance operation.
7. Staff and students are prohibited from unauthorized use, tampering with, or otherwise interfering with video recording and/or video camera equipment and will be subject to appropriate disciplinary action.
8. The District shall provide reasonable safeguards to protect the monitoring system from hackers, unauthorized users, and unauthorized use.
9. Video monitors shall not be located in an area that enables public viewing.
10. Remote monitoring shall only be conducted by authorized school or District personnel and police officials.
11. All camera installations will be attached to the District network and comply with District technology standards.
12. Video surveillance shall not be used to monitor staff performance.

Storage and Security

Video recordings will be stored for a minimum of 14 school days after initial recording, unless needed for further action.

Video recordings held for review of property or student incidences will be maintained in their original form pending resolution. Media will be released for erasure, copied for authorized law enforcement agencies, or retained as necessary as part of the student's behavioral record in accordance with established District procedures and applicable law.

To protect recorded data, the video recorder must be located in a restricted area of the school, accessible only by District designated personnel.

Records Retention

The Family Educational Rights and Privacy Act and Education Code 49061 affirms any recording or image of a student collected by the District is considered a "student record" and subject to those laws regarding access, disclosure, and retention. The Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, and administrative regulation

Video Camera Surveillance

Any recording or image of a staff member that may be used in a personnel action is subject to the laws regarding personnel records, including an employee's right to comment on derogatory information placed in his/her file. The Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

Viewing Requests

School Principals and the Transportation Director shall approve requests for access to recorded and stored videos at their sites. Recorded surveillance images are only to be viewed by authorized personnel.

All surveillance recording media to be removed from the school site shall be signed out by the requestor of the recording media and the Principal or the Transportation Director. When returned, the requestor and the Principal or Transportation Director shall sign back in the recording media. All surveillance media shall be considered legal evidence and treated as confidential or as directed by counsel. Release of original surveillance media to individuals or agencies outside of the District may only occur when a subpoena or other court order is received and reviewed by District counsel.

A written log will be maintained for viewing video recordings, including the date of viewing, reason for viewing, date the recording was made, location name and signature of the viewer.

Video recordings will remain the property of the District and may be reproduced only in accordance with law, including applicable Board policy and regulations.

Legal References

EDUCATION CODE

44031 Inspection of personnel records; Contents

48980-48985 Notification of Parent or Guardian

49062-49079 Pupil Records

51512 Prohibited use of electronic listening or recording device

CALIFORNIA CODE OF REGULATIONS

16020-16028 Destruction of Records of School District

CALIFORNIA STATE CONSTITUTION

Article 1, Section 1 Inalienable Rights

Family Educational Rights and Privacy Act 20 USCS 1232g et seq.

Regulation
approved: October 21, 2008
revised: May 4, 2010
revised: February 16, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

ADMINISTRATIVE STAFF ORGANIZATION

The Governing Board of Trustees authorizes tThe Superintendent shall to organize the administrative staff and supervisory staff in a manner that best supports **student achievement**, the educational program through and efficient operations; **effective communications and direct assistance to schools.**

(cf. 2110 - Superintendent Responsibilities and Duties)

(cf. 4300 - Management, Supervisory and Confidential Personnel)

~~The Superintendent shall maintain a current district organization chart which designates lines of primary responsibility and the relationships between all district positions. Lines of responsibility shall in no way prevent staff members at all levels from collaborating, communicating and cooperating to develop the best possible programs and provide efficient services.~~

The Superintendent shall establish and define job responsibilities for supervisory and administrative personnel. (Education Code 44662)

The Superintendent or designee may adjust staff responsibilities temporarily or permanently as needed to accommodate the workload and/or individual capabilities.

The Superintendent shall maintain a current district organization chart which designates lines of primary responsibility and the relationships among all district positions. Lines of responsibility shall in no way prevent staff members at all levels from collaborating, communicating, and cooperating to develop the best possible programs and provide efficient services.

Legal Reference:

EDUCATION CODE

35010 *Control of district; prescription and enforcement of rules*

35020 *Duties of employees fixed by governing board*

35035 *Powers and duties of superintendent*

44662 *Evaluation of certificated employees*

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

ACSA: <http://www.acsa.org>

All Personnel

AR 4112.62(a)

4212.62

MAINTENANCE OF CRIMINAL OFFENDER RECORDS

4312.62

Maintenance of Criminal Offender Records

All information received from the Department of Justice is confidential. (Education Code 44830.1, 45125)

The Superintendent shall designate an employee as record custodian of all confidential fingerprint and criminal record history who shall be responsible for the administration of the information. Any questions regarding Criminal Offender Record Information shall be resolved by the record custodian.

(cf. 1240 - Volunteer Assistance)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 4112.5/4312.5 - Criminal Record Check)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4212.5 - Criminal Record Check)

Criminal Offender Record Information shall be accessible only to the record custodian and shall be kept in a locked file separate from other files. The contents of these records shall not be disclosed and shall not be reproduced. (Education Code 44830.1, 45125)

The record custodian shall be fingerprinted and processed through the California Department of Justice. He/she shall sign an Employee Statement Form, acknowledging an understanding of the laws regarding Criminal Offender Record Information.

These records shall be used only for the purpose for which they were requested.

Upon a hiring determination, the records shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

Violation of this administrative regulation may result in suspension, dismissal and/or criminal or civil prosecution.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The record custodian shall ensure that the district complies with destruction, storage, dissemination, auditing, backgrounding and training requirements as set forth in 11 CCR 700-708 and the rules regarding use and security of these records as set forth in Penal Code 11077. (Education Code 44830.1, 45125)

MAINTENANCE OF CRIMINAL OFFENDER RECORDS (continued)

Interagency Agreements

Upon receipt from the Department of Justice of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the designated district shall give notice to the Superintendent or any participating district, or the person designated in writing by that Superintendent, that the report is available for inspection on a confidential basis by the Superintendent or the written designee. The report shall be made available at the office of the designated district for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The designated district shall not release a copy of that information to any participating district or any other person. In addition, the designated district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The designated district shall maintain a record of all persons to whom the information has been shown. This record shall be available to the Department of Justice. (Education Code 44830.2, 45125.01)

The designated district shall submit an interagency agreement to the Department of Justice to establish authorization to submit and receive this information. (Education Code 44830.2, 45125.01)

Legal Reference: (see next page)

MAINTENANCE OF CRIMINAL OFFENDER RECORDS (continued)

Legal Reference:

EDUCATION CODE

44332 Temporary certificate

44332.6 Criminal record check, county board of education

44346.1 Applicants for credential, conviction of a violent or serious felony

44830.1 Certificated employees, conviction of a violent or serious felony

44830.2 Interagency agreements

45122.1 Classified employees, conviction of a violent or serious felony

45125 Use of personal identification cards to ascertain conviction of crime

45125.01 Interagency agreements

45125.5 Automated records check

45126 Duty of Department of Justice to furnish information

PENAL CODE

667.5 Prior prison terms, enhancement of prison terms

1192.7 Plea bargaining limitation

11075-11081 Criminal record dissemination

11105 State criminal history information; furnishing to authorized persons

11105.3 Record of conviction involving sex crimes, drug crimes or crimes of violence; availability to employer for applicants for positions with supervisory or disciplinary power over minors

11140-11144 Furnishing of state criminal history information

13300-13305 Local summary criminal history information

CODE OF REGULATIONS, TITLE 11

700-708 Criminal offender record information

All Personnel

E 4112.62

4212.62

MAINTENANCE OF CRIMINAL OFFENDER RECORDS

4312.62

**SAMPLE EMPLOYEE STATEMENT FORM
USE OF CRIMINAL JUSTICE INFORMATION**

As an employee of Western Placer Unified School District, you may have access to confidential criminal record information which is controlled by statute. Misuse of such information may adversely affect the individual's civil rights and violates the law. Penal Code 502 prescribes the penalties related to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes the felony penalties for misuse of public record and CLETS (California Law Enforcement Telecommunication System) information. Penal Code 11142 and 13303 state:

Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may also result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature: _____

Date: _____

Exhibit
version: September 4, 2007
revised January 15, 2013
revised February 16, 2021

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California