

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

	<u>STUDENT ENROLLMENT</u>		
School	2019-2020 CALPADS	5/3/2021	6/1/2021
Sheridan Elementary (K-5)	64	54	54
First Street Elementary (K-5)	447	427	428
Carlin C. Coppin Elementary (K-5)	441	410	411
Creskside Oaks Elementary (K-5)	609	468	470
Twelve Bridges Elementary (K-5)	652	615	615
Foskett Ranch Elementary (K-5)	412	374	374
Lincoln Crossing Elementary (K-5)	698	425	425
Scott Leaman Elementary (K-5)		485	480
Glen Edwards Middle School (6-8)	869	820	818
Twelve Bridges Middle School (6-8)	830	801	800
Lincoln High School (9-12)	2,071	2,062	2,060
Phoenix High School (10-12)	84	103	100
Atlas (K-12) (new 2019-2020)	40	23	19
SDC Program (18-22)	11	15	15
Non-Public Schools	31	30	30
TOTAL	7259	7,112	7,099

SDC Pre-School

Foskett Ranch	26
First Street/LIP	69
SLE	11

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

August 17, 2021

WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

AGENDA

2021-2022 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.

Per CDPH Mask Guidance: Masks are **required for unvaccinated individuals** in indoor public settings and businesses (examples: retail, restaurants, theaters, family entertainment centers, meetings, state and local government offices serving the public).

CDPH FAQ: “Businesses may deem a customer, guest or attendee to have self-attested to being vaccinated, or to have met an approved masking exemption, if the business has prominently displayed signage prior to entry explaining the requirement for unvaccinated individuals to wear a mask and the individuals enters the business premises without wearing a mask.”

5:30 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 3rd Floor Conference Room

2. **COMMUNICATION FROM THE PUBLIC**

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

5:35 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room

- 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Kerry Callahan, Superintendent

~Scott Pickett, Assistant Superintendent of Educational Services

~Cliff De Graw, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

- 3.2 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION -**

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

- 3.3 **PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

Regular Meeting of the Board of Trustees

August 17, 2021

Agenda

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 3rd Floor Conference Room

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

4.1 **Page 9 - CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Kerry Callahan, Superintendent

~Scott Pickett, Assistant Superintendent of Educational Services

~Cliff De Graw, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

4.2 **Page 10 - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

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

4.3 **Page 11 - PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

5. **Page 13-87 - CONSENT AGENDA**

NOTICE TO THE PUBLIC

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

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Ratification of Contract between County of Placer and Western Placer Unified School District
- 5.4 Ratify Contract between Achieve3000 and WPUSD/Twelve Bridges High School
- 5.5 Ratify Contract between Lifetouch and WPUSD/Scott M. Leaman Elementary School
- 5.6 Ratify Contract between Props Tree & Landscape, Inc. and WPUSD
- 5.7 Ratification of Contract between Jostens and WPUSD/Lincoln High School
- 5.8 Approve Contract between Kyocera Document Solutions and Western Placer Unified School District
- 5.9 Approve Contract Between Pacific Office Automation and WPUSD/TWELVE Bridges High School
- 5.10 Disposal of Surplus Items
- 5.11 Acceptance of Twelve Bridges High School Project, Approval of Adjusted Guaranteed Maximum Price, and Approval of Notice of Completion
- 5.12 Consider Approving Revised Job Description for Intervention Services Provider
- 5.13 Overnight Field Trips
- 5.14 Approval of 2021-22 Contract with Sierra College for dual enrollment – IT90, AGRI 196
- 5.15 Ratification of Contract Amendment –MAXIM Staffing Solutions

Roll call vote:

Regular Meeting of the Board of Trustees

August 17, 2021

Agenda

6. COMMUNICATION FROM THE PUBLIC

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7. REPORTS & COMMUNICATION

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

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

8.1 Information/ Page 100 – WPUSD COVID-19 SAFETY PROTOCOLS

Discussion – Callahan (21-22 G & O Component I, II, III, IV, V)

8.2 Action Page 121 – APPROVE RESOLUTION NO. 21/22.4 – ANNUAL ADJUSTMENT OF COMMUNITY FACILITIES DISTRICT MELLO-ROOS RATES FOR CFD#1 AND CFD #2 – Adell (21-22 G & O Component I, II, III, IV, V)

Roll call vote:

8.3 Action Page 124 – VARIABLE TERM WAIVER REQUEST FOR GLORIA GONZALEZ – De Graw (21-22 G & O Component I, II, III, IV, V)

8.4 Action Page 133 – CONSIDER APPROVING JOB DESCRIPTION FOR COLLEGE AND CAREER TECHNICIAN AND CHANGES TO CLASSIFIED SALARY SCHEDULE – De Graw (21-22 G & O Component I, II, III, IV, V):

8.5 Action Page 137 – ACCEPTANCE OF BOARD MEMBER RESIGNATION AND PROCESS FOR FILLING VACANCY – Callahan (21-22 G & O Component I, II, III, IV, V)

8.6 Discussion/ Page 150 – ELECT A CLERK – Callahan (21-22 G & O Component I, II, III, IV, V)

Regular Meeting of the Board of Trustees

August 17, 2021

Agenda

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

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

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

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

➤ **September 21, 2021 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

11. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

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

Western Placer Unified School District

CLOSED SESSION AGENDA

Place: District Office/City Hall Bldg. – Zebra Conference Room (4th Floor)

Date: Tuesday, August 17, 2021

Time: 5:35 P.M.

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

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Kerry Callahan, Superintendent

Scott Pickett, Assistant Superintendent of
Educational Services

Cliff De Graw, Assistant Superintendent
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent
Business and Operations

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Kerry Callahan
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 17, 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 –
ANTICIPATED LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

Kerry Callahan, Superintendent

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

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SUBJECT:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/
DISMISSAL/RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Cliff De Graw
Assistant Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 17, 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.

CONSENT

AGENDA

ITEMS

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

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SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Cliff De Graw 
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

August 17, 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**

August 17, 2021

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. Name: Pablo Ceja Del Toro
Position: Elementary SDC Teacher
FTE: 1.0 FTE
Effective: August 13, 2021
School Site: First Street Elementary School
2. Name: Elizabeth Wolfe
Position: Elementary SDC Teacher
FTE: 1.0 FTE
Effective: August 13, 2021
School Site: Scott M Leaman Elementary School
3. Name: Lauren Alazzawi
Position: Special Education Program Specialist
FTE: 1.0 FTE
Effective: August 1, 2021
School Site: District
4. Name: Amy Cokgor
Position: Temporary High School Math Teacher
FTE: 1.0 FTE
Effective: August 13, 2021
School Site: Lincoln High School
5. Name: Tara Kiser
Position: Resource Specialist
FTE: 1.0 FTE
Effective: August 13, 2021
School Site: Twelve Bridges Middle School
6. Name: Ana Caren Luna
Position: Counselor
FTE: 1.0 FTE
Effective: August 3, 2021
School Site: Glen Edwards Middle School
7. Name: Todd Higley
Position: High School CTE Computer Science Teacher
FTE: 1.0 FTE
Effective: August 13, 2021
School Site: Lincoln High School
8. Name: Amanda Hedadji
Position: Elementary SDC Teacher
FTE: 1.0 FTE
Effective: 8/13/21
School Site: Foskett Ranch Elementary School
9. Name: Amy Bianchini
Position: SDC Pre-School Teacher
FTE: 1.0 FTE
Effective: August 13, 2021
School Site: Foskett Ranch School

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

August 17, 2021

CERTIFICATED/MANAGEMENT CONTINUED:

NEW HIRES CONTINUED:

- 10. Name: Catherine Zanetti
Position: Independent Study Teacher
FTE: 1.0 FTE
Effective: August 13, 2021
School Site: ATLAS
- 11. Name: Ben Johnson
Position: Middle School Math Teacher
FTE: 1.0 FTE
Effective: August 13, 2021
School Site: Glen Edwards Middle School
- 12. Name: Gloria Gonzalez Gutierrez
Position: Speech and Language Pathologist
FTE: 1.0 FTE
Effective: August 13, 2021
School Site: Scott M Leaman Elementary School
- 13. Name: Jonathan Ward
Position: Social Science Teacher
FTE: 1.0 FTE
Effective: August 13, 2021
School Site: Twelve Bridges Middle School

REQUEST FOR LEAVE OF ABSENCE: None

REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS): None

TRANSFERS: None

RESIGNATIONS: None

RETIREMENTS: None

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

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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Cliff De Graw 
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

August 17, 2021

ROLL CALL August REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

August 17, 2021

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Elicia Martinez
 Position: Personnel Administrative Assistant
 FTE: 8.0 hours
 Days: 12 Months
 Effective: August 02, 2021
 Site: District Office
2. Name: Eduardo Garcia
 Position: Grounds Maintenance Worker
 FTE: 8.0 hours
 Days: 12 Months
 Effective: August 09, 2021
 Site: Twelve Bridges High School
3. Name: Maria Parker
 Position: Parent/School/Community Liaison
 FTE: 8.0 hours
 Days: 10 Months
 Effective: August 12, 2021
 Site: various school sites
4. Name: Trisha Derepentigny
 Position: Occupational Therapist
 FTE: 8.0 hours
 Days: 11 Months
 Effective: August 12, 2021
 Site: District Office
5. Name: Tessa Purcha
 Position: Library Technician
 FTE: 3.0 hours
 Days: 10 Months
 Effective: August 16, 2021
 Site: Lincoln High School
6. Name: Heather Wright
 Position: Library Technician
 FTE: 7.0 hours
 Days: 10 Months
 Effective: August 16, 2021
 Site: Foskett Ranch Elementary
7. Name: Era Ong
 Position: Food Service Assistant
 FTE: 3.0 hours
 Days: 10 Months
 Effective: August 19, 2021
 Site: Twelve Bridges High School

NEW HIRES CONTINUED:

8. Name: Moses Lopez
Position: Paraprofessional
FTE: 6.16 hours
Days: 10 Months
Effective: August 19, 2021
Site: Carlin C Coppin
9. Name: Kayla Van Praag
Position: Campus/Cafeteria Supervisor
FTE: .50 hours
Days: 10 Months
Effective: August 19, 2021
Site: Creekside Oaks Elementary
10. Name: Kayla Van Praag
Position: Paraprofessional
FTE: 3.75 hours
Days: 10 Months
Effective: August 19, 2021
Site: Creekside Oaks Elementary

REHIRE:

1. Name: Angela Kutsch Baker
Position: Instructional Aide
FTE: 2.0 hours
Days: 10 Months
Effective: August 19, 2021
Site: Creekside Oaks Elementary

TRANSFER/PROMOTIONS:

1. Name: Patrick Long
Position: Custodian/Groundsman
FTE: 8.0 hours
Days: 12 Months
Effective: August 09, 2021
Site: Creekside Oaks Elementary
2. Name: Olga Alfaro
Position: Food Service Assistant
FTE: 6.0 hours
Days: 10 Months
Effective: August 19, 2021
Site: Glen Edwards Middle School

ADDITIONAL POSITION:

1. Name: Shira Diwan
Position: Campus/Cafeteria Supervisor
FTE: 1.5 hours
Days: 10 Months
Effective: August 19, 2021
Site: Twelve Bridges Elementary

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave): None**REQUEST FOR LEAVE OF ABSENCE: None****RESIGNATIONS:None****RETIREMENTS:None**

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract between County of Placer
and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick *ce*
Assistant Superintendent of Business
Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Reimbursement of Transportation Costs

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with County of Placer for transportation for foster youth. The County of Placer has agreed to provide WPUSD foster youth with transportation to their school of origin. The County of Placer will pay WPUSD as full payment reimbursement for all services rendered. This will include travel, transportation, lodging, meals, supplies, and incidental expenses. The contract is for services from July 1, 2021 to June 30, 2022. The reimbursement from the County of Placer will cover all transportation costs.

RECOMMENDATION:

Administration recommends that the Board ratify the district contract between County of Placer and Western Placer Unified School District.

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION:	Transportation for Foster Youth
CONTRACT NO.	<u>HHS000359</u>
BEGINS:	July 1, 2021
ENDS:	June 30, 2022
ADMINISTERING AGENCY:	Health and Human Services, Children's System of Care

This is an Agreement made and operative as of the 1st day of July 2021, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **Western Placer Unified School District**, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY provides transportation for Foster Youth to their school of origin, and

WHEREAS, CONTRACTOR has foster youth enrolled in their school, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, he parties hereby agree as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with Transportation for Foster Youth, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.
5. **INVOICES:**
 - 5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 calendar days of the close of each calendar month with the exception of June billing. For all contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B, titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 calendar days of receipt. In the event of multiple invoices being

submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline.

- 5.2. Invoices for payment shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR's letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, and a detailed list of expenses with dollar amounts. Backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal
Attn: Accounts Payables
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHSPayables@placer.ca.gov

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for performing services pursuant to this Agreement. At COUNTY's discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR's use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by CONTRACTOR's personnel. If COUNTY funds equipment as part of this contract, COUNTY will retain Equipment.
8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all applicable State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right

to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and require that the CONTRACTOR takes timely and appropriate action on all deficiencies. Failure by the CONTRACTOR to take timely and appropriate action on all deficiencies shall constitute a material breach of this Agreement.

10. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.

10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.

10.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

10.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.

11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2022. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

12. **CONTINGENCY OF FUNDING:**

12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY's sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.

12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

13. **TERMINATION:**

13.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) calendar days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

13.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. CONTRACTOR shall furnish to COUNTY such financial and other information, which in the judgment of the COUNTY, is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

13.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. **RECORDS:**

16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of

determining compliance with this Agreement or other applicable legal obligations. COUNTY shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

16.3. Upon completion or termination of this Agreement, if requested by COUNTY, CONTRACTOR shall deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (California Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory Live Scan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

18. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors of the COUNTY, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable State and Federal income and, payroll taxes and agrees to provide any workers' compensation coverage required by applicable State laws for its agents and employees for all work performed under this Agreement.

19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

20. **CONFIDENTIALITY of RECORDS and INFORMATION:**

20.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality. CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

20.1.1. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and

subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.

20.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

21. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

22. **CONTRACT ADMINISTRATOR:**

22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Alissa Sykes, Health and Human Services Program Manager
Placer County Children's System of Care
11716 Enterprise Drive
Auburn, CA 95603
530/889-6752

NOTICES: All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY: Robert L. Oldham, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to CONTRACTOR: Western Placer Unified School District
Attn: Audrey Kilpatrick, Assistant Superintendent Business & Operations
600 Sixth Street, Suite 400
Lincoln, CA 95648

Changes in contact person or address information shall be made by notice, in writing, to the other party.

23. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
24. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.
25. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.
26. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.
27. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
28. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
29. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
30. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall

have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

WESTERN PLACER UNIFIED SCHOOL DISTRICT ("CONTRACTOR")

Audrey K Kilpatrick

Audrey K Kilpatrick (Aug 2, 2021 17:24 PDT)

Signature

Audrey Kilpatrick,
Asst. Supt. Business & Operations

Print Name

Date: Aug 2, 2021

COUNTY OF PLACER
("COUNTY")

Robert L. Oldham

Robert L. Oldham (Aug 4, 2021 10:30 PDT)

Robert L. Oldham, Director,
Department of Health & Human Services

Date: Aug 4, 2021

Approved as to Form
Office of Placer County Counsel

Renju Jacob

Renju Jacob (Aug 3, 2021 12:36 PDT)

Date: Aug 3, 2021

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – Federally Funded Contracts
- Exhibit E – Certification Regarding Lobbying
- Exhibit F – Assurance of Compliance Agreement

SCOPE OF SERVICES

Public Law 110-351 – The Fostering Connections to Success and Increasing Adoptions Act of 2008 - is a comprehensive reform effort to make sure that youth in foster care have their day-to-day physical, mental, and emotional needs met; that they have the greatest chance to grow up in permanent and supportive homes; and that they have the opportunity to grow into self-sufficient, successful adults. In accordance with All-County Letter (ACL) 11-51 from the California Department of Social Services (CDSS), this agreement is an effort to assist school districts in complying with this law.

One of the policy changes that Public Law 110-351 provides is important supportive services to foster youth, including transportation to the school of their origin. When children are separated from their homes, finding care with relative or non-relative (but close and familiar) family homes is paramount. At times, these homes are not within their local School District, known as the "school of origin". Placer County Children's System of Care, in compliance with this law has a need to support the ongoing transport of foster children who are returning to their district of origin from a foster care placement that is out of their district. School districts are making efforts to provide this service, and CDSS has recommended that Schools and Child Welfare Authorities make agreements for the expenditure of Title IV-E funds for this purpose.

The COUNTY will coordinate with school districts liaisons when there are foster children that need transportation from outside of their district. CONTRACTOR may use their own transportation, pay resource family home providers, or subcontract to a transportation agency. Where possible, the lowest cost alternative will be chosen.

PAYMENT PROVISIONS

Rates may change within 10% of rate listed in this agreement with written approval of the County Contract Administrator and the Revenue and Budget Program Manager.

COUNTY will reimburse CONTRACTOR for actual cost of transportation. Transportation options can include, but are not limited to, the CONTRACTOR'S own district transportation with adjusted routes, public transportation, or private transportation services (such as Medi-Cab, Macy Transportation, etc.). CONTRACTOR has an obligation to the COUNTY to seek out the lowest cost for transportation, including when using private or public alternatives to meet the transportation needs of the foster youth.

When transporting the foster youth, CONTRACTOR shall include mileage log, including school of origin and the school of residence, with each invoice. When private or public transportation alternatives are used, CONTRACTOR shall include copies of all receipts of payment, which should include documentation referencing the provider's rate(s), mileage log, and include school of origin and the school of residence, with each invoice.

FY 2021-2022

Private Transport Rates

\$1.50/mile plus service charges

Service	Charge
Round-Trip Transportation	\$70
One-Way Transportation	\$40
No Call to Cancel	\$40

Rates for resource family home providers for each child are as follows:

Distance from Foster Care Placement to School of Origin (in miles) One Way	Educational Travel Rate per Month per Child
Up to 3 miles	\$0
4 to 8 miles	\$58
9 to 13 miles	\$154
14 to 18 miles	\$250
19 to 23 miles	\$347
24 or more miles	\$443

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Federally Funded Contracts

COUNTY will inform CONTRACTOR of any changes related to funding sources in this agreement as a result of COUNTY's Quarterly funding reviews. If changes are needed to reflect updated Federal Funding, this Exhibit is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager and CONTRACTOR will receive the updated Exhibit.

1. **SINGLE AUDIT OF FEDERAL FUNDS:** CONTRACTOR acknowledges that this Agreement is funded in whole or in part with federal funds. Local governments and non-profit organizations that expend a combined total of more than \$750,000 in federal financial assistance (from all sources including Foster Care Title IV-E) in any fiscal year must have a single audit for that year. CONTRACTOR agrees to provide a copy of the Single Audit report and/or other types of required audit reports, within the earlier of 30 days after receipt of the report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the COUNTY with approval from the cognizant or oversight agency. The report(s) shall be submitted to the address below:

Placer County Health and Human Services
Attn: HHS Internal Audit
3091 County Center Drive, Suite 290
Auburn, CA 95603

2. **FEDERAL AWARD IDENTIFICATION:**

Subgrantee Name: Western Placer Unified School District
Subgrantee DUNS Number: 013357827
Federal Award Identification Number (FAIN): 2101CAFOST
Federal Funds Obligated to the Subgrantee under this Agreement: \$ _____
Federal Awarding Agency: ACF Office Of Grants Management
Pass Through Entity: County of Placer, Health and Human Services Department
Catalog of Federal Domestic Assistance (CFDA) Name: Foster Care Title IV-E
CFDA Number: 93.658
Research and Development Grant: No
Indirect Cost Rate: 10%

Should the Subgrantee be determined to be a Subrecipient, pursuant to the criteria of 2 CFR Part 200 (the "Uniform Guidance"), the Subrecipient shall be subject to the Subrecipient Monitoring requirements outlined in the Uniform Guidance. Per 2 CFR Section 200.331, all pass-through entities must ensure that every sub-award is clearly identified to the subgrantee as a sub-award. As part of the Subrecipient Monitoring requirements, additional information will be provided to CONTRACTOR at the time of the of the subaward or when modified. Authorized Federal, State and County representatives shall have the right to monitor and evaluate the Subrecipient's administrative, fiscal and program performance pursuant to this Agreement. The Subrecipient agrees to cooperate with monitoring and evaluation processes and will make any administrative program and fiscal staff available during scheduled monitoring processes including but not limited to administrative processes, policies, procedures and procurement, audits, inspections of project premises, and interviews of project staff and participants.

Certification Regarding Lobbying**CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES:**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Western Placer Unified School District

Name of Contractor

HHS000359

Contract/Grant Number

Aug 2, 2021

Date

Audrey Kilpatrick

Printed Name of Person Signing for Contractor

Audrey K Kilpatrick

Audrey K Kilpatrick (Aug 2, 2021 17:24 PDT)

Signature of Person Signing for Contractor

Asst. Supt. Business & Operations

Title

Approved by OMB 0348-0046

<p>1. Type of Federal Action:</p> <p>[] a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>[] a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>[] a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, If known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant</p> <p>(If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a.)</p> <p>(Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>		
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>		
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**ASSURANCE OF COMPLIANCE AGREEMENT
NONDISCRIMINATION IN STATE AND FEDERALLY-ASSISTED PROGRAMS**
(Per CDSS All County Information Notice No. I-44-00)

In accordance with the California Department of Social Services (CDSS), all contractors providing services funded through CDSS are required to comply with the requirements of CDSS Manual of Policies and Procedures, Division 21. CONTRACTOR shall, concurrent with this Agreement, execute and comply with all requirements contained herein. CONTRACTOR and CONTRACT ADMINISTRATOR shall, with oversight from the COUNTY Civil Rights Coordinator, develop and implement a plan to allow COUNTY to monitor CONTRACTOR'S non-discrimination and civil rights policies and procedures, as required by CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to non-English-speaking and limited-English-proficient individuals; adequate CONTRACTOR staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants of their civil rights.

CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 11135-11139.5, as amended; California Government Code, Section 12940(c), (h)(1), (i), and (j); California Government Code, Section 4450; 2 CCR §11140 – 11200; the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996, and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color, disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratify contract between
Achieve3000 and WPUSD /
Twelve Bridges High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick *AK*
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Site Discretionary / Teacher Lottery Funds

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is between Achieve3000 and WPUSD / Twelve Bridges High School for the period of 8/1/2021 through 7/31/2022. The site set up annual fee of \$290.00 and the Actively Learn ELA Plan (AL-ELA) of \$6,000.00 will be paid with Twelve Bridges High School funding – site discretionary/teacher lottery funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract between Achieve3000 and Western Placer Unified School District / Twelve Bridges High School for the 2021-22 school year.



Quote ID: Q-64544
Contract Period: 08/01/2021 - 07/31/2022

Quote Date: 07/30/2021
Valid Until: 08/30/2021

Client Information

Account Name	
Twelve Bridges High School	
Address	Client
2360 Fieldstone Dr. Lincoln, CA 95648 Phone: (916) 409-2631	Mike Maul Email: mmaul@wpusd.org Phone: (916) 645-6350

Achieve3000 looks forward to partnering with you to accelerate your students' literacy growth throughout the school year. Your custom quote includes the solutions listed below. You can explore all of Achieve3000's research-based solutions by visiting www.achieve3000.com.

Product	Cost	Qty	Total
Achieve3000 Site Setup Fee - Annual fee per school for deployment and ongoing support, including rostering, integrations, and customer support. (SITE-SETUP)	\$290.00 per site	1	\$290.00
Actively Learn ELA Plan (AL-ELA)	\$12.00 per student	500	\$6,000.00
Subtotal			\$6,290.00
Order Total			\$6,290.00

See Next Page for Quote Acceptance



Acceptance for Quote ID Q-64544: \$6,290.00

Twelve Bridges High School

Achieve3000

Account Name

Signature

Audrey Kilpatrick

Asst Supt of Business Svs and Operations

Signature

Name / Title

8/2/21

Name / Title

Date

Date

The Complete Signed Quote and Purchase Orders can be sent to:

Achieve3000
331 Newman Springs Road
Suite 304
Red Bank, NJ 07701

Fax: (316) 221-0718

Email: orders@achieve3000.com

This quote is governed by and subject to the Achieve3000 terms and conditions at <https://achieve3000.com/about/terms-of-service/>. By signing this quote, you are agreeing to such terms and conditions.

About Achieve3000®

Achieve3000 delivers a comprehensive suite of digital solutions that significantly accelerate literacy growth and deepen learning across the content areas. Using personalized and differentiated solutions, Achieve3000 provides equity for remote and on-site instruction, enabling educators to help all students achieve accelerated growth. Our suite of solutions includes: Achieve3000 Literacy, a differentiated learning platform for grades 2-12; Actively Learn, a digital curriculum for grades 3-12; Smarty Ants, a foundational literacy platform for grades PreK-2; and Achieve3000 Math, a digital mathematics solution.

Learn more about Achieve3000's learning solutions at www.achieve3000.com.

Achieve3000

Literacy

Actively Learn

Smarty Ants

LevelSet

Achieve3000

Math

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Ratify contract between Lifetouch and WPUSD /
Scott M. Leaman Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business
Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Student fees

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Fall individual original and retake photograph services and Spring individual photograph services between Lifetouch and WPUSD/Scott M. Leaman Elementary School for the 2021-22 school year. Services will be paid with student fees.

RECOMMENDATION:

Administration recommends that the Board ratify the agreement between Lifetouch and WPUSD/Scott M. Leaman Elementary School.



Service Agreement

Scott M. Leaman Elem

Lifetouch ID: 490403

Account Representative Email:
bonnie.vigil-peak@shutterfly.com

School Year(s): 2021-2022

Contract Length: 1

Account Information

Scott M. Leaman Elem
1200 Brentford Circle
Lincoln, CA 95648

Main Phone: 916-645-6350
Enrollment: 500
Grades: Pre-K - 5

Summary of Programs Provided

- ☒ Fall Individuals
 ☐ Yearbook
 ☐ Groups
 ☐ Commencements
 ☐ Service
☒ Spring Individuals
 ☐ Prestige Seniors
 ☐ Dance
 ☐ Other/Misc
☐ Underclass Grads
 ☐ Sports
 ☐ Special Events

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individual - Original (Fall Individuals)	09/28/2021	09/28/2021	7:00 AM	8:30 AM	5:00 PM	500	
Fall Individual - Retake (Fall Individuals)	11/02/2021	11/02/2021	7:00 AM	8:00 AM	1:00 PM		

Spring Individuals - Original

*Proposed details or TBD if blank

Account Services

- ☐ Yearbook - Media CD/DMD Yearbook Provider:
☐ Storefront Storefront Contact:
☒ Lifetouch Portal Lifetouch Portal Contact: Catherine Meijer

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

Other Services

Class Picture Service
 Digital Media Download - Composite Verify
 Photo Labels
 Photo ID Laminated Horizontal/Vertical - No Punch
 Principal Album - Hard Cover Binder
 Photo ID Laminated Vertical - Punched

Additional Details

Program Type:	Incentive Method:	Description
Fall Individual	Percent of Total Revenue	4%
Spring Individual	Percent of Total Revenue	4%

Contact information

Contact Name	Title	Role	Phone	Email
Jack Gout	Principal	Administration	916-645-6350	jgout@wpusd.org
Michelle Rowe	Administrative Assistant	Lead Secretary	916-409-2401	mrowe@wpusd.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signatures

DocuSigned by:

Bonnie Vigil-Peak

8818F4E95132464...

6/24/2021

Bonnie Vigil-Peak

Sales Pro

DocuSigned by:

Carrie Carlson

2AC09A2F2BD2438...

8/6/2021

Jack Gout

Principal

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratify Contract between
Props Tree & Landscape, Inc. and WPUSD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Routine Repair and Maintenance funds

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is between Props Tree & Landscape, Inc. and WPUSD for tree removal at First Street Elementary School. The fee of \$4,260.00 will be paid with Routine Repair and Maintenance funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract between Props Tree & Landscape, Inc. and Western Placer Unified School District.

4068 Cincinnati Avenue, Rocklin CA 95765 | 916-923-2507 | www.propstreecare.com | CSLB # 667419

CUSTOMER

Western Placer Unified School District

Mobile: 916-206-4492

Work: 916-434-5000

Work Site:

First Street Elementary School

810 J Street
 Lincoln, CA 95648

Fax: 916-645-4016

Email: ljodrey@wpusd.org

1400 1st Street

Lincoln, CA 95648

#	ITEM	SERVICE DESCRIPTION	COST
1	Various trees	Prune All trees at east quad for security camera visibility and for roof clearance as follows: 1. Raise canopy of trees approx. 12' above ground level and 6 feet above roofs. 2. Clean up and haul all debris from work site	\$1,060.00
2	Red Oak	Remove (1) Red oak at east side of Quad with blue tape on it as it is diseased and has advanced decay, making it a hazard to its surroundings as follows: 1. Cut tree as close to ground as conditions/equipment will allow, using proper techniques. 2. Haul all wood from work area. 3. Chip and remove all limb debris from work site.	\$720.00
3	Red Oak	Grind (1) Red Oak stump at east side of quad as follows: 1. Grind stump approx. 8 inches below ground. 2. Grind an area of approx. 4 feet x 4 feet. 3. Back fill all mulch debris in hole from where the stump was located. 4. Clean up the work area upon job completion. 5. Regarding underground pipes (See Terms and Conditions 13.C)	\$150.00
4	Chinese Elm	Remove (2) Chinese Elm trees in front of room #9, because they are only one foot from the sidewalk and roof and will cause damage to both therefore, remove trees as follows: 1. Cut tree as close to ground as conditions/equipment will allow, using proper techniques. 2. Haul all wood from work area. 3. Chip and remove all limb debris from work site.	\$960.00
5	Chinese Elm	Grind (2) Elm stumps in front of room #9 as follows: 1. Grind stump approx. 8 inches below ground. 2. Grind an area of approx. 4 feet x 4 feet. 3. Back fill all mulch debris in hole from where the stump was located. 4. Clean up the work area upon job completion. 5. Regarding underground pipes (See Terms and Conditions 13.C)	\$340.00
6	Sycamore	Prune (3) Sycamore tree located in back Quad that is impeding Security camera as follows: 1. Raise canopy of tree approx. 12' above ground level. 2. Clean up and haul all debris from work site	\$140.00

Job Name: Western Placer Unified
School District 202107300

Proposed By: Robert Props

Bid Date: 7/30/2021

4068 Cincinnati Avenue, Rocklin CA 95765 | 916-923-2507 | www.propstreecare.com | CSLB # 667419

ITEM	SERVICE DESCRIPTION	COST
Sycamore	Prune (1) large Sycamore adjacent to the Library that is impeding the security camera as follows: 1. Raise canopy of tree approx. 12' above ground level. 2. Clean up and haul all debris from work site	\$250.00
Mulberry	Remove (1) dead Mulberry tree at east side of property that is near baseball field as follows: 1. Cut tree as close to ground as conditions/equipment will allow, using proper techniques. 2. Haul all wood from work area. 3. Chip and remove all limb debris from work site.	\$400.00
Mulberry	Grind (1) Mulberry stump near baseball field at east side of property as follows: 1. Grind stump approx. 8 inches below ground. 2. Grind an area of approx. 4 feet x 4 feet. 3. Back fill all mulch debris in hole from where the stump was located. 4. Clean up the work area upon job completion. 5. Regarding underground pipes (See Terms and Conditions 13.C)	\$240.00

OB TOTAL

Subtotal: \$4,260.00

Discount:

Total: \$4,260.00

PAYMENT TERMS: DUE UPON COMPLETION

Payment is due upon job completion. (See Terms and Conditions 16).

Proposal Expires in 30 days.

ACCEPTANCE OF PROPOSAL

All of the above work shall be completed in a workmanlike manner and in accordance to the standards set forth by the American National Standard Institute (ANSI) A300 for tree care unless otherwise noted. You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started. By signing below, you agree to the above scope of work and costs thereof and hereby authorize Props Tree & Landscape, Inc. to furnish all labor and materials so required to complete the work so mentioned, which you will accept full responsibility for monies due and payable in the amount so agreed in said proposal/contract, and according to the attached Terms and Conditions.

Accepted By: Customer Signature

Date

Props Tree & Landscape, Inc.

7/30/2021

Date

Thank you for allowing us to provide you a proposal

"MECHANICS LEIN WARNING"

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics lien is a claim made against your property and recorded with the county recorder. This notice is not a lien. The purpose of this notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he/she is not paid." For ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-2752.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

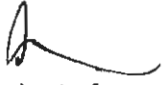
SUBJECT:

Ratification of Contract with
Jostens and WPUSD / Lincoln High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Yearbook Sales - Students

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Jostens and Lincoln High School. The services include a two-year contract, 2022 through 2024, for the printing of LHS yearbooks. The total cost of these services will be established each year after the completion of yearbook deadlines. The services will be paid with Student Yearbook sales.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Jostens and WPUSD / Lincoln High School.

Jostens' Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Customer Name	LINCOLN HIGH SCHOOL	Customer Phone	(916)645-6360
Customer Address	790 J ST, LINCOLN, CA 95648		
Contact Name	Mary Macqueen	Contact Phone	(916) 645-6360
Contact Role	Yearbook Adviser	Email	maryawyatt@yahoo.com

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

- Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions found at:
<https://jostens.secure.force.com/terms?Lid=YBKUS>
- After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following years: 2022 through 2024

Additional Notes/Specifications Agreed Upon:

Preferred Customer Agreement. Guaranteed Yearly Budget Balance. Comprehensive Adviser training on Website. Workshop tuition paid for adviser and four student staff yearly. Budget and specs updated annually and approved by Adviser and Administration. Customized Deadlines. Priority shipping and waiver of any late penalty fees for 3 year term agreement. Per book Base price guaranteed for three years regardless of copy count ordered each year. Includes Custom Cover with Custom Cover Art, Artist Session, and two cover applications. #100 Lb Premium Paper, size 9 book, Flexible page count to 265 full color pages, World Beat Supplement, Marketing Materials, Editors Kit, no charge online yearbook sales, and parent ad sales. Adviser to determine copies in March of each year. Final budget yearly dependent on cover applications and copies. All subject to adviser approval. Summer and Fall Workshops paid for Adviser and four student staff. School Site student training in fall.

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions.

X 
SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

Audrey Kilpatrick
PRINTED NAME
7/29/21
DATE

X
SIGNATURE OF 2ND CUSTOMER AUTHORIZED REPRESENTATIVE (IF REQUIRED)

PRINTED NAME
DATE

X 
SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

JANE KILGORE
PRINTED NAME
May 7, 2021
DATE

REP # 5563
JOB # 5915

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approve Contract between Kyocera Document Solutions and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Supt. - Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General funds

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is between Kyocera Document Solutions and Western Placer Unified School District to purchase a Kyocera Taskalfa 4003i copier for the Nursing department. The 60 payments of \$118.56 per month will be paid with general funds.

RECOMMENDATION:

Administration recommends the Board ratify the contract agreement between Kyocera Document Solutions and Western Placer Unified School District.



APPLICATION NO.

AGREEMENT NO.



EQUIPMENT FINANCE

Value Lease Agreement

Document Solutions

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME

Western Placer Unified School District

STREET ADDRESS

600 6th St., suite 400

CITY

Lincoln

STATE

CA

ZIP

95648

PHONE

(916) 434-5095

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Lincoln High School-- 790 J Street, Lincoln, CA 95648

SUPPLIER INFORMATION

FULL LEGAL NAME

Kyocera Document Solutions Northern CA, Inc.

STREET ADDRESS

1269 Corporate Center Parkway

CITY

Santa Rosa

STATE

CA

ZIP

95407

PHONE

(707) 570-1000

FAX

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

Kyocera Taskalfa 4003i

SERIAL NO.

STARTING METER

NOT FINANCED
UNDER THIS
AGREEMENT☐☐☐☐☐

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See attached Schedule A☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60

Payments* of \$

\$118.56

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes

0

B&W pages per month

Overages billed quarterly at \$

.0060

per B&W page*

Payment includes

NA

Color pages per month

Overages billed monthly at \$

NA

per Color page*

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☒ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

☐ Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

____ Customer's Initials

____ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Western Placer Unified School District

☒

SIGNATURE

Director of Business

7/20/21

CUSTOMER (as referenced above)

94-159904

Carrie Carlson

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

☒

SIGNATURE

TITLE

ACCEPTANCE DATE

CUSTOMER (as referenced above)

26875 (2017)

Page 1 of 2

Rev. 03/27/2018

53



EQUIPMENT FINANCE

CALIFORNIA JUDICIAL REFERENCE ADDENDUM

AGREEMENT #

Addendum to Agreement # _____ and any future supplements/schedules thereto, between Western Placer Unified School District, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement by adding the following language:

1. Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to judicial reference, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure ("CCCP") §§ 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least 10 years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCCP §641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within 10 calendar days after one party serves a written notice of intent for judicial reference upon the other parties, then the referee will be selected by the court in accordance with CCCP § 640(b).
3. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCCP, the Rules of Court, and the California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of CCCP §§644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
4. Notwithstanding the preceding agreement to submit Disputes to a judicial referee, the parties preserve, without diminution, certain rights and remedies at law or equity and under the Agreement that such parties may employ or exercise freely, either alone or in conjunction with or during a Dispute. Each party shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (A) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Agreement or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale, (B) all rights of self-help including peaceful occupation of property and collection of rents, setoff, and peaceful possession of property, (C) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding, and (D) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of a judicial referee to grant similar remedies that may be requested by a party in a Dispute. No provision in the Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Addendum for judicial reference of any Dispute. The parties do not waive any applicable federal or state substantive law except as provided herein.
5. If a Dispute includes multiple claims, some of which are found not subject to this Addendum, the parties shall stay the proceedings of the claims not subject to this Addendum until all other claims are resolved in accordance with this Addendum. If there are Disputes by or against multiple parties, some of which are not subject to this Addendum, the parties shall sever the Disputes subject to this Addendum and resolve them in accordance with this Addendum.
6. During the pendency of any Dispute that is submitted to judicial reference in accordance with this Addendum, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Addendum. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
7. In the event of any challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith.
8. THIS ADDENDUM CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CCCP § 638.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

U.S. Bank Equipment Finance

Lessor/Secured Party

Signature

Title

Date

Western Placer Unified School District

Customer

X

Signature

Director of Business Services

Title

7/20/21

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS."** YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. **WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT

Addendum to Agreement # _____ and any future supplements/schedules thereto, between Western Placer Unified School District, as Customer ("Customer") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with

respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement; provided, however, that if you are a political subdivision of any of the States of Colorado, Georgia, Louisiana, Minnesota, Ohio or Oklahoma, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you

irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

5. If you are a political subdivision of the State of Arizona, the following applies: We understand that you may cancel the Agreement within three years after the start date of the Agreement if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on your behalf becomes, during the term of the Agreement, our employee or agent or becomes, during the term of the Agreement, a consultant to us with respect to the subject matter of the Agreement.

6. If you are a school district in the State of California and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You will be deemed to have acquired title to the Equipment from the Supplier on the date we pay for it, and you hereby sell, transfer and convey the Equipment to us on that date. You represent to us that the resolution of your governing body authorizing the execution and delivery of the Agreement contained a finding that the Equipment is a major item of equipment or data processing equipment and that the sale and leaseback of the Equipment was the most economical means of providing the Equipment to you.

7. If you are a political subdivision of the State of Florida, the following applies: We agree that there is no intention to create under the Agreement a right in us to dispossess you involuntarily of your interests in or the right of use of the Equipment. We hereby irrevocably waive any right to specific performance of your covenant to return possession of the Equipment to us if you default or exercise your right not to appropriate funds to make Payments. We acknowledge that Payments may not be payable from ad valorem taxes, and in no event may we compel the use of ad valorem taxing power for you to make Payments.

If the end-of-term option for the Agreement is the purchase of all Equipment for \$1.00 or \$101.00, you agree that you will give all notices and file all reports with the State Division of Finance as may be required in connection with the Agreement by Florida Statutes Annotated Section 218.38 and the rules adopted thereunder.

8. If you are a county of the State of Florida and your end-of term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: If the term of the Agreement exceeds five (5) years, you represent and covenant to us that Payments will be paid from sources other than ad valorem taxes, and that the Agreement has been approved by our Board of County Commissioners.

9. If you are a political subdivision in the State of Georgia, the following applies: You represent to us that your acquisition or lease (or other financing) of the Equipment has not been the subject of a referendum or a proposed issuance of bonded debt which failed to receive the approval of your voters within the four calendar years immediately preceding the start date of the Agreement.

10. If you are a school district in the State of Georgia, the following applies: The term of the Agreement will consist of an original term, which will commence on the date we pay the Supplier and will continue through the end of the then-current calendar year, and a series of renewal terms, each having a duration of one calendar year. You will have the right to terminate the Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of each calendar year, and at the end of each fiscal year, if sufficient funds are not appropriated for such fiscal year or calendar year to make Payments. If you do not exercise your right to terminate this Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of any calendar year or fiscal year, the Agreement will be deemed to have been automatically renewed for the next calendar year or fiscal year, as applicable.

11. If you are a political subdivision of the State of Idaho, the following applies: If you are required under the Agreement to make any payments to us (other than a Payment) during any fiscal year during the term of the Agreement in the event of (a) a late payment charge for Payments, (b) an advance by us which you are required to repay, (c) an indemnity payment you owe to us, or (d) any other additional payment obligation you owe to us under the Agreement (collectively, the "Additional Payments"), the Additional Payments shall be payable solely from legally appropriated funds available for such fiscal year ("Available Funds"). To the extent Available Funds are not available for such fiscal year for payment of the Additional Payments, then the Additional Payments shall be subject to appropriation for the following fiscal year, or the fiscal year following the final fiscal year of the term of the Agreement, if the Additional Payment was incurred in the final fiscal year of the term of this Agreement. Failure to so appropriate the Additional Payments for the following fiscal year in each such case shall be a non-appropriation described in the Non-Appropriation or Renewal paragraph of the Agreement, providing the remedies to us for such an event in said paragraph. You will

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

not be entitled to prepay the Agreement or to exercise your option to purchase the Equipment at the end of the term of the Agreement so long as any Additional Payments are outstanding and unpaid.

12. If you are a political subdivision of the State of Kansas, the following applies: We agree that you are obligated only to pay Payments under the Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then-current fiscal year, or funds made available from any lawfully operated revenue producing source. If you are a school district, you represent and warrant to us that your Board of Education, by resolution approved by a majority of members of the Board of Education, has elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-146a, as amended, from the Agreement, and such provisions are hereby so omitted; provided, however, that this election does not authorize the omission from the Agreement of the provisions of Kansas Statutes Annotated ("K.S.A.") § 72-1146 (related to indemnification and hold harmless provisions) or § 72-1147 (applicable law shall be Kansas law and applicable courts shall be Kansas courts), as amended. To the extent that the terms of the Agreement is in conflict with the terms of K.S.A. § 72-1146 or K.S.A. § 72-1147, the terms of K.S.A. § 72-1146 and K.S.A. § 72-1147 shall prevail.

13. If you are a political subdivision of the State of Kentucky and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that you have in connection with the Agreement given all notices to and obtained all consents from the state local debt officer (or in the case of a school district, the chief state school officer) required by applicable law.

14. If you are a school district of the State of Missouri and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that Payments under the Agreement will be paid from the capital outlay fund, and that sufficient funds necessary to make Payments required under the Agreement have been appropriated to the capital outlay fund for the fiscal year that includes the commencement date of the Agreement.

15. If you are a political subdivision of the State of Nevada, the following applies: You represent to us that, to the extent required by applicable law (a) the Agreement has been approved by the Executive Director of the Nevada Tax Commission, (b) the Agreement was approved by resolution of your governing body, and such resolution was approved by two-thirds of the members of such governing body, and (c) the resolution approving the Agreement was in form that complies with Nevada Revised Statutes Section 350.087, including the required findings of fact, and was published in accordance with the requirements of Section 350.087. To the extent required by applicable law, you agree to update your plan for capital improvements in accordance with the requirements of Nevada Revised Statutes Section 350.091.

16. If you are a school district of the State of New Jersey, the following applies: You represent to us that (a) you have complied with all rules and regulations of the New Jersey State Board of Education applicable to the leasing of the Financed Items under the Agreement, (b) you have complied with and will continue to comply with all rules and regulations related to New Jersey Statute 18A:18A-4.6, (c) you are not entering into the Agreement to finance maintenance, guarantees, or verification of guarantees of energy conservation measures, and (d) you will not except out the Agreement from any budget or tax levy limitation otherwise provided by law.

17. If you are a political subdivision of the State of New York, the following applies: The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account hereof shall be incurred by you beyond the amount of such monies. The Agreement is not your general obligation. Neither your full faith and credit nor your taxing power are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer created any legal or moral obligation to appropriate or make monies available for the purposes of the Agreement.

18. If you are a political subdivision of the State of Oklahoma, the following applies: The Agreement will terminate at the end of each fiscal year unless you and we ratify the renewal thereof, and any such termination will be treated as a non-appropriation under the Non-Appropriation or Renewal paragraph of the Agreement.

19. If you are a political subdivision of the Commonwealth of Pennsylvania, the following applies: You represent to us that you have complied with the Pennsylvania Local Government Unit Debt Act, Pa. Cons. Stat. tit. 53, Sections 8001 to 8049 (including filing of debt statement and advertisement of proposed financing) in connection with the Agreement.

20. If you are a political subdivision of the State of South Dakota, the following applies: You represent to us that the Agreement has been approved by the requisite number of members of your governing body. If you are a school district, you represent and covenant to us that all Payments under the Agreement will be paid from your capital outlay fund and that you have not received any petitions from your voters requesting voter approval of the Agreement, and the time for filing such petitions has expired.

21. If you are a school district in the State of West Virginia, the following applies: Any action, suit or proceeding arising out of or relating to the Agreement shall be tried in the West Virginia Court of Claims, and we hereby consent to the jurisdiction and venue in such court. You will have no obligation to pay any taxes associated with the use, ownership or acquisition of the Equipment unless the use, ownership or acquisition of the Equipment is determined by final non-appealable judicial order to be subject to taxation, in which event you shall, to the extent permitted by applicable law, pay such taxes. If you receive notice from any taxing authority alleging that the Equipment is subject to property taxes, you will (a) give prompt written notice to us, (b) contest such allegations by proper proceedings, and (c) to the extent permitted by applicable law, and without prejudice to the position that the Equipment should be exempt from all property taxes, establish reserves for the payment of such taxes as required by general accepted accounting principles. We understand that you do not waive the benefit of any statute of limitations governing the time in which we may bring suit against you under the Agreement. You will not be obligated to pay any attorneys' fees incurred by us in connection with any suit, action, proceeding or other exercise of remedies under the Agreement absent a final, non-appealable order of a court of competent jurisdiction awarding attorneys' fees to us. We agree not to repossess the Equipment following a default or non-appropriation under the Agreement without giving seven (7) days prior written notice to you. Following the repossession or return of the Equipment as a result of a default or non-appropriation, you will have the right to acquire or lease similar property without restriction. We understand that the Agreement is a public record under the West Virginia Freedom of Information Act.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

Western Placer Unified School District

Customer

X

Signature

Director of Business Services

Title

7/20/21

Date

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approve Contract Between Pacific Office Automation
and WPUSD / Twelve Bridges High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Supt. - Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

One-time funds

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is between Pacific Office Automation and Western Placer Unified School District/ Twelve Bridges High School for the lease of two small Canon Image Runner 1643i printers for teacher work rooms. The monthly lease payments will be \$31.00 for 60 months and \$75.00 document fee which will be paid with one-time funds.

RECOMMENDATION:

Administration recommends the Board ratify the contract agreement between Pacific Office Automation and Western Placer Unified School District/ Twelve Bridges High School.



No. _____

SOLD TO:

ATTENTION

SHIP TO:

KEY OPERATOR

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire Agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

DATE _____

DATE _____

SERVICE/SUPPLY AGREEMENT TERMS AND CONDITIONS

As consideration for Customer's payment as set forth on the front of the Contract, Pacific Office Automation ("POA") agrees to provide the listed supplies, parts and labor service for the covered equipment pursuant to the terms and conditions contained herein.

- Replacement of all parts found defective or worn as a result of normal equipment use.
- Labor to repair and properly maintain the equipment.
- All preventative maintenance done at intervals specified by the manufacturer.
- Loaner equipment in the event the equipment requires shop work to repair.
- Replacement of photoconductors and heater rollers found defective or worn as a result of normal use.
- Replacement of black and color toner, black developer, brushes, and filters.
- Factory recommended retrofits and improvements in the equipment.

If toner is included in the Service/Supply Agreement, the toner will be supplied within the cost per copy charge based upon published and commercially reasonable expectations of supply and consumables consumption. At its discretion, POA, may perform an audit of supply/consumables consumption and equipment usage data to determine consumption levels. In the event actual consumption levels exceed standard toner coverages (10% Mono, 35% Color), POA reserves the right to invoice for excess consumption. Coverage under the One Rate program assumes the device will be operated within manufacturer specifications using standard toner coverages. Not included in the Service/Supply Agreement are paper, staples, and network support. Service calls by POA covered under the Service/Supply Agreement will only be made during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. Service billed at any other time will be billed at standard overtime rates.

Customer agrees to pay POA the base and overage charges agreed to on the front of the Contract and agrees that excess images over the allotted base amount will be billed to Customer at the agreed to rate for overages. If not noted, overages will be charged at POA's book rates. If the Service/Supply Agreement combines two or more pieces of equipment of different operating costs, POA reserves the right to adjust image allocation and pricing to fairly reflect actual usage should the actual usage rate of the equipment vary by more than 10% from the expected usage rates. Customer agrees that POA may increase the Minimum Monthly Payment and image charges each year during any term of the Service/Supply Agreement by an amount not to exceed 10% of such charge. Service may include reasonable use of Customer's image allotments and materials. Customer's failure to abide by all payment obligations may result in termination of service.

This Service/Supply Agreement shall continue for the term stated on the front of the Contract. The Service/Supply Agreement shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other party of their intent to terminate prior to thirty (30) days before the expiration of the original term of any subsequent renewal term.

GUARANTEES

POA extends to Customer the following express limited guarantees under the Service/Supply Agreement.

1. **STANDARD LIMITED WARRANTY:** POA warrants equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables, including, but not limited to photo conductors, heater rollers, fuser, cleaning kits, toner, developer, or paper. For purposes of this paragraph, New equipment shall be defined as equipment with usage up to 5,000 copies. Used equipment will receive a 30-day warranty.
2. **LIFETIME POWER PROTECTION GUARANTEE:** If a POA Power Filter is included in the Service/Supply Agreement, repairs of damage to covered equipment caused by power surges and/or lightning will be covered.
3. **RESPONSE TIME WARRANTY:** POA guarantees four hour average response time for emergency services for equipment that is within fifty miles of POA branch offices. If POA does not perform guaranteed response time for a period of one year, upon written request, Customer will receive a 5% credit towards Customer's next service or supply purchase from POA.
4. **UPGRADE, TRADE-IN LIMITED GUARANTEE:** For all New equipment purchased hereunder continuously covered under a POA Service/Supply Agreement, POA will guarantee a trade-in value on New equipment sold by POA up to 90% during the first 36 months after acquisition and a minimum guaranteed trade-in value of 10% thereafter.

GENERAL TERMS & CONDITIONS

(1) Unless provided, the terms of sale are ten (10) days net. In the event of partial or staged delivery of any equipment, product, or services, POA reserves the right to charge customer interim rental and usage charges until such time as complete delivery, acceptance and commencement of the initial lease term. The interim rental fee shall be charged on a percentage basis of delivered equipment; interim usage charges will be billed on the same terms set forth herein.

(2) POA agrees to provide reasonable assistance to Customer in its efforts to finance the purchase or lease of the equipment and/or Service/Supply Agreement; however, Customer understands and acknowledges such financing cannot be guaranteed by POA. Customer shall be ultimately responsible for payment of the purchase price of equipment sold or leased. If not provided, the purchase price is the Manufacturer's Suggested Retail Price of the equipment and/or solutions plus the cost of any lease buyouts, delivery charges, installation charges, and the total Service/Supply Agreement.

(3) If customer defaults in the payment of the purchase price or any other obligation as provided herein, Customer agrees to pay to POA a service charge of 1.5% per month and all of POA's related attorney's fees and collection costs, even if no suit or action is filed. This Contract shall be governed by the internal laws of the State of Oregon. Customer hereby submits and consents to jurisdiction and venue in Multnomah County, Oregon.

(4) The sales price herein includes the initial installation of the manufacturer's software onto Customer's computers. POA shall not be liable for loss or damage of any kind to data or equipment as a result of the installation of the manufacturer's software. Customer shall be solely responsible for the cost of any cables or additional hardware required to connect equipment to a network. POA shall not be responsible for any updates or problems arising after the initial installation due to a change in the Customer's computers and/or Network.

(5) POA MFP Network Service solely provides coverage for services related to the connectivity between the covered equipment and the Customer's Network. MFP Network Service does not provide coverage for services for the Customer's Network itself.

(6) **DISCLAIMER:** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, POA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EQUIPMENT IS SUBJECT TO A MANUFACTURER'S WARRANTY. UNDER NO CIRCUMSTANCES WILL POA BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

(7) POA may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. POA is not liable for damages arising from Customer's failure to fully remove and protect its data. Customer must return leased equipment in full working order at the end of any lease term.



PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

Lease Schedule No. _____

Master Agreement No. _____

EQUIPMENT		
Equipment MFG Model & Description	Serial Number	Accessories
2-Canon 1643i		
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		
Billing Address: <u>2360 Fieldstone Dr Lincoln, CA 95648</u>		
Equipment Location: <u>2360 Fieldstone Dr Lincoln, CA 95648</u>		
SUPPLIER		
<u>Pacific Office Automation, Inc.</u>		
Name		
Address		
City	State	Zip
PURCHASE OPTION AT END OF TERM		TRANSACTION TERMS
<input checked="" type="checkbox"/> Fair Market Value		Lease Payment: <u>\$31.00</u> (plus applicable taxes) Term: <u>60</u> (months) Billing Period: Monthly The following additional payments are due on the date this Lease is signed by you: Advance Payment: <u>\$0</u> (Plus Applicable Taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (included on first invoice)
<input type="checkbox"/> \$1.00* *Lease Rate % _____ % (Must complete for AR, GA, MD, NH, NJ, NM, TX, WI)		
*Lease Rate Factor _____ (Must complete for all other states)		
*(required only for \$1.00 Purchase Option)		

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement.

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THE LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE MASTER AGREEMENT ARE HEREBY INCORPORATED INTO THIS SCHEDULE. BY SIGNING THIS SCHEDULE, YOU AGREE TO THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSOR ("We", "Us")	LESSEE ("You")
Pacific Office Automation, Inc.	<u>Western Placer Unified School District</u> (Lessee Full Legal Name)
By: X _____	By: X <u>Carrie Carlson</u>
Name _____	Name <u>Carrie Carlson</u>
Title _____	Title <u>Business Director</u>
Date _____	Date <u>7/28/21</u>
	Federal Tax ID <u>94-1599904</u>

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Disposal of Surplus Items

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business Services

ENCLOSURES:

No

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

The items listed below have been determined to be unusable, obsolete or no longer needed due to updated materials, and the district desires to dispose of them.

- 50 textbooks - Calculus of a Single Variable, 7th Edition, ISBN #0-618-14916-3, 2002

RECOMMENDATION:

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

**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:

Acceptance of Twelve Bridges High School Project,
Approval of Adjusted Guaranteed Maximum Price, and
Approval of Notice of Completion

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Michael Adell 
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Measure A

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

On February 19, 2019 the Board approved the Guaranteed Maximum Price (GMP) from Flint Builders, Inc., for the Twelve Bridges High School Project and authorized staff to execute the associated Lease Leaseback Agreements to deliver the project per the plans and specifications by HMC Architects in the amount of \$86,000,000.00. All negotiated owner and contractor contingencies and allowances per the Contract Documents and Lease Leaseback Agreements were exhausted. There were two (2) Board approved change order items for the project that added scope of work to the contract for additional educational, athletic program, health and safety, and environmental impact avoidance needs. The additional scope of work necessitates an adjustment to the GMP and Lease Payment Schedule in the amount of \$524,710.00 for a project contract total of **\$86,524,710.00**.

The project scope including, but not limited to, construction of administration building, two story and single story classroom buildings, multi-level student center building, athletic stadium, baseball/softball fields, and associated site work at Twelve Bridges High School has been completed and Flint Builders, Inc., has completed their contractual responsibilities including punchlist and project closeout documents for the project. Staff believes it is appropriate to approve adjusted GMP and the Notice of Completion as attached at this time.

RECOMMENDATION:

Staff recommends that the Board of Trustees Accept the Twelve Bridges High School Project, Approve the Adjusted Guaranteed Maximum Price, and Approve the Notice of Completion.

CHANGE ORDER

Flint Builders Inc.
1848. Twelve Bridges High School

CHANGE ORDER DATE: 4/14/2021

CHANGE ORDER #: 1

TO (CONTRACTOR): Flint Builders Inc.
401 Derek Place
Roseville, CA 95678

CHANGE ORDER INFORMATION

Included are the costs to provide the added weight room per ASI 121 and the added kiln facility per ASI 113. See attached back-up provided for each added scope items.

Clarifications:

- 1) Time Extension - Please see schedule included related to the kiln addition. This added scope of work will extend the duration of the project by 31 days beyond the current contract completion date of 5/31/21. The new date for construction completion of the project and approval by the IOR shall be 7/1/21. This completion date does not include the unknown time period for DSA to formally sign off on the cards affiliated with this additional facility.
- 2) General Conditions Extension - Due to the 31-day extended time required to construct and complete the kiln facility, included is a one-month addition of General Conditions costs.

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1848.	583	Weight Room and Kiln Additions	PCO	583	\$474,710.00

TOTAL: 474,710.00

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum for construction services (not including preconstruction services) was	86,000,000.00
The net change by previously authorized Change Orders for construction services was	0.00
The Construction Contract Sum prior to this Change Order was	86,000,000.00
The Construction Contract Sum will be increased by this Change Order	474,710.00
The new Construction Contract Sum will be	86,474,710.00
The Contract Time will be increased by 62 days (31 days for PCO 34, 31 days for PCO 583). New Completion Date ..	07/01/2021

AUTHORIZED BY OWNER:

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

By: 

Date: 4/22/21

ACCEPTED BY CONTRACTOR

Flint Builders Inc.
401 Derek Place
Roseville, CA 95678

By: 

Date: 4/14/21

CHANGE ORDER

Flint Builders Inc.
1848. Twelve Bridges High School

CHANGE ORDER DATE: 8/03/2021

CHANGE ORDER #: 2

TO (CONTRACTOR): Flint Builders Inc.
401 Derek Place
Roseville, CA 95678

DISTRIBUTION: ☐ Twelve Bridges High School
☐ HMC Architects
☐ OFFICE

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

1) Near the completion of construction, Mud Swallows became prevalent on campus and showed signs of nesting preparations within the eaves and exterior soffit corners on multiple buildings. This posed a potential environmental impact to the project that needed to be remediated. Working through the issue with ECORP Consulting, the plan enacted was to deter the birds from building their nests and laying eggs on site which created a daily effort to ensure these activities did not occur. Flint provided equipment and labor for many days as can be seen in the attached backup to flush the birds out of the eaves on campus before any nests were developed. These daily activities were due to an unforeseen challenge from the Mud Swallows and not originally anticipated in the budget. Flint is requesting \$25,000 from the District to recoup a portion of the overall cost incurred.

2) Topsoil material was planned to be generated from the site (in lieu of importing off-site material) when the project budget was created. Topsoil requirements were provided in the specifications and the nature of the native soil was understood to contain rock material. However, the amount of overall required efforts to sieve, filter and prepare the native soil to meet the topsoil requirements was difficult to fully understand when estimating the costs initially, due to the random and unknown nature of it all until it was mass graded, stockpiled, analyzed and processed. After expending hundreds of thousands of dollars into the processing of the material and exceeding their original budget for the work, the earthwork subcontractor began tracking further efforts to get the topsoil to an acceptable level. Included is the backup to show the equipment and labor for the last portion of the effort after they had already gone over their budget for this scope. The recent tracked work amounts to \$85,000, and we are requesting assistance to recover \$25,000 of this amount given the circumstances outlined above. Please note that had we imported all of the topsoil, the total cost amount expected for the import operation would have been higher than the entire native soil generation/processing, given the price of clean off-site soil and trucking costs to deliver (compared to using the "free" dirt already on site). This alternative could have caused more of the overall project budget to be consumed initially which would have hindered the ability to implement several of the additions to the project and deal with other issues that we were able to cover instead.

PROJECT	CCO	DESCRIPTION	CONTRACT CHANGE
1848.	2	Bird Mitigation and Additional Topsoil Preparation Efforts	50000.00
TOTAL:			50,000.00

The original Contract Sum was	86,000,000.00
The net change by previously authorized Change Orders was	474,710.00
The Contract Sum prior to this Change Order was	86,474,710.00
The Contract Sum will be increased by this Change Order	50,000.00
The new Contract Sum will be	86,524,710.00
The Contract Time will be unchanged. The Contract Completion Date will be	7/1/2021

AUTHORIZED BY OWNER:

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

By: 

Date: 8/5/21

ACCEPTED BY CONTRACTOR

Flint Builders Inc.
401 Derek Place
Roseville, CA 95678

By: 

Date: 8/3/21

LEASE PAYMENT SCHEDULE

LEASE PAYMENT

#	LEASE PAYMENT DATE	CONTRACT AMOUNT	% COMPLETE	TOTAL TO DATE
1	LEASE PAYMENT #1 - APRIL 2019	\$ 3,185,185.19		
2	LEASE PAYMENT #2 - MAY 2019	\$ 3,185,185.19		
3	LEASE PAYMENT #3 - JUNE 2019	\$ 3,185,185.19		
4	LEASE PAYMENT #4 - JULY 2019	\$ 3,185,185.19		
5	LEASE PAYMENT #5 - AUGUST 2019	\$ 3,185,185.19		
6	LEASE PAYMENT #6 - SEPTEMBER 2019	\$ 3,185,185.19		
7	LEASE PAYMENT #7 - OCTOBER 2019	\$ 3,185,185.19		
8	LEASE PAYMENT #8 - NOVEMBER 2019	\$ 3,185,185.19		
9	LEASE PAYMENT #9 - DECEMBER 2019	\$ 3,185,185.19		
10	LEASE PAYMENT #10 - JANUARY 2020	\$ 3,185,185.19		
11	LEASE PAYMENT #11 - FEBRUARY 2020	\$ 3,185,185.19		
12	LEASE PAYMENT #12 - MARCH 2020	\$ 3,185,185.19		
13	LEASE PAYMENT #13 - APRIL 2020	\$ 3,185,185.19		
14	LEASE PAYMENT #14 - MAY 2020	\$ 3,185,185.19		
15	LEASE PAYMENT #15 - JUNE 2020	\$ 3,185,185.19		
16	LEASE PAYMENT #16 - JULY 2020	\$ 3,185,185.19		
17	LEASE PAYMENT #17 - AUGUST 2020	\$ 3,185,185.19		
18	LEASE PAYMENT #18 - SEPTEMBER 2020	\$ 3,185,185.19		
19	LEASE PAYMENT #19 - OCTOBER 2020	\$ 3,185,185.19		
20	LEASE PAYMENT #20 - NOVEMBER 2020	\$ 3,185,185.19		
21	LEASE PAYMENT #21 - DECEMBER 2020	\$ 3,185,185.19		
22	LEASE PAYMENT #22 - JANUARY 2021	\$ 3,185,185.19		
23	LEASE PAYMENT #23 - FEBRUARY 2021	\$ 3,185,185.19		
24	LEASE PAYMENT #24 - MARCH 2021	\$ 3,185,185.19		
LEASE TAIL		3 MONTHS		
25	LEASE PAYMENT #25 - APRIL 2021	\$ 3,185,185.19		
26	LEASE PAYMENT #26 - MAY 2021	\$ 3,185,185.19		
27	LEASE PAYMENT #27 - JUNE 2021	\$ 3,185,185.19		
28	LEASE PAYMENT #28 - JULY 2021	\$ 474,710.00		
29	LEASE PAYMENT #29 - AUGUST 2021	\$ 50,000.00		
		\$ 86,524,710.00		

RECORDING REQUESTED BY: Michael Adell, Director of Facilities
Western Placer Unified School District

WHEN RECORDED MAIL TO:

NAME Michael Adell, Director of Facilities

MAILING ADDRESS 600 6th Street, Suite 400

CITY, STATE ZIP CODE Lincoln, CA 95648

No Fee Per Government Codes §6103, 27383

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

That the work of improvements on the real property hereinafter described, consisting of construction of Twelve Bridges High School Project, Project site address: 2360 Fieldstone Drive, Lincoln, CA 95648, was completed on the 1st day of July, 2021.

That the name and address of the Owner of said property are as follows:

	NAME	ADDRESS
(1)	<u>Western Placer Unified School District</u>	<u>600 Sixth Street, Suite 400</u> <u>Lincoln, CA 95648</u>

That then nature of its title to said property is a fee simple.

(2) That the name of the original Contractor for the work of improvement as a whole is: Flint Builders, Inc.; that the name of surety for said Contractor is Berkshire Hathaway Specialty Insurance Company, incorporated under the laws of the State of Nebraska, and Authorized to do business in the State of California by the laws of the State of California.

The property herein referred to is located in the County of Placer, California, and is a portion of the real property.

This project benefits the School District.

BY: Audrey Kilpatrick
Assistant Superintendent of Business and Operations
Western Placer Unified School District

State of California

County of Placer

"I certify under penalty of perjury that the foregoing is true and correct"

(Date)

(Signature)

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

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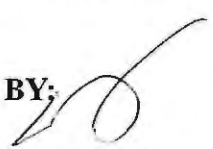
SUBJECT:

Consider Approving Revised Job Description for
Intervention Service Provider

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Cliff De Graw 
Assistant Superintendent of
Personnel Services

ENCLOSURES:

Revised Job Description for Intervention
Service Provider

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

As a part of the ongoing review of District needs and job descriptions by the District, there exists a need to approve a revised job description for the Intervention Service Provider position, which is a classified position. While it is preferred that candidates possess a Bachelor's degree, it is no longer required and this requirement was removed from the job description. Successful candidates do not need to possess a Bachelor's degree and it is anticipated that this change will result in a more competitive job pool. This change in the job description has been reviewed with CSEA leadership and is pending membership approval.

RECOMMENDATION:

Approve the revised job description for the Intervention Service Provider position.

**Western Placer Unified School
District**

POSITION DESCRIPTION

Position Title:	INTERVENTION SERVICES PROVIDER
Department:	Educational Services
Reports:	Site Administrator and/or Asst. Supt. Ed Services

SUMMARY:

Under the direction of the site administrator and/or Asst. Supt. of Ed Services performs reading and/or math intervention services, and other related assignments as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- * Assists with the delivery of categorically funded intervention programs to the appropriate students.
- * Maintains records of student progress
- * Works collaboratively with classroom teacher to analyze achievement data
- * Conduct appropriate intervention assessments
- * Other duties as assigned

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must be willing to receive and follow training guidelines for specific reading and/or math intervention programs.

EDUCATION and/or EXPERIENCE:

~~Four-year college degree, preferably in education, reading, language arts, psychology or related field.~~

Four-year college degree preferred, preferably in education, English/Language Arts, or math. Two years of increasingly responsible experience in student intervention is also preferred.

LANGUAGE SKILLS:

Ability to read and comprehend complex instructions, short correspondence, and memos. Ability to write correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent, draw and interpret bar graphs. Ability to solve one- and two-step algebraic equations.

REASONING ABILITY:

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

OTHER SKILLS and ABILITIES:

Ability to develop effective working relationships with students, staff and the school community. Ability to communicate clearly and concisely, both orally and in writing. Ability to perform duties with awareness of all district requirements and Board of Trustee policies.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, talk or hear. The employee is occasionally required to stand; walk, climb or balance; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 25 pounds. The employee must be able to push items of 50 lbs such as moving/rearranging furniture. Specific vision abilities required by this job include close vision, distance vision, and peripheral vision.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually loud at a standard acceptable level for this environment. The employee is continuously responsible for the safety, well-being and work output of students.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Overnight Field Trips

REQUESTED BY:

Scott Pickett

Assistant Superintendent

AGENDA ITEM AREA:

Consent

ENCLOSURES:

No

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Student Fees/School Funds

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

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

All staff, students and volunteers will follow any and all local mask mandates related to the COVID virus.

Students will not be excluded due to inability to pay.

Information regarding the overnight field trip for which approval is being sought is as follows:

2021-2022 Overnight Field Trips

School Site: ATLAS and Phoenix High School

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	September 7-10, 2021
LOCATION(S):	Desolation Wilderness
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	September 21-24, 2021
LOCATION(S):	Sierra Nevada out of North Lake
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	October 26-28, 2021
LOCATION(S):	Desolation Wilderness
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

School Site: ATLAS and Phoenix High School

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	November 16-18, 2021
LOCATION(S):	Sinkyone Wilderness State Park or Point Reyes based on permitting
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	November 30-December 2, 2021 ((Back up date in case bad weather))
LOCATION(S):	Sinkyone Wilderness State Park or Point Reyes based on permitting
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	January 11-13, 2022
LOCATION(S):	Sinkyone Wilderness State Park or Point Reyes based on permitting
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

School Site: ATLAS and Phoenix High School

FIELD TRIP:	Outdoor Leadership Trip
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BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	January 25-27, 2022 ((Back up date in case bad weather))
LOCATION(S):	Sinkyone Wilderness State Park or Point Reyes based on permitting
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	February 8-10, 2022
LOCATION(S):	Sinkyone Wilderness State Park or Point Reyes based on permitting
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	March 15-18, 2022
LOCATION(S):	Sinkyone Wilderness State Park or Point Reyes based on permitting
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

School Site: ATLAS and Phoenix High School

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of

	leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	March 22-24, 2022 ((Back up date in case bad weather))
LOCATION(S):	Sinkyone Wilderness State Park or Point Reyes based on permitting
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	April 5-7, 2022
LOCATION(S):	Sinkyone Wilderness State Park or Point Reyes based on permitting
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	April 26-28, 2022 ((Back up date in case bad weather))
LOCATION(S):	Sinkyone Wilderness State Park or Point Reyes based on permitting
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, the trip will include project based learning in

	ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	May 16-20, 2022
LOCATION(S):	Zion National Park
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson,
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of 2021-22 contract with Sierra College
for dual enrollment - IT90, AGRI 196

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Pickett
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Base

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached Contract is with Sierra College to partner with WPUSD for the purpose of offering dual enrollment for IT90 and AGRI 196 for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college, improving high school graduation rates and to help high school pupils achieve college and career readiness.

RECOMMENDATION:

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

INSTRUCTIONAL SERVICES AGREEMENT

A Partnership between the Sierra College Joint Community College District and Western Placer Unified School District

This Agreement is made and entered into as of the date last written below by and between the Sierra Joint Community College District, 5100 Sierra College Boulevard, Rocklin, CA 95677 (hereinafter referred to as the COLLEGE) and Western Placer Unified School District, 600 Sixth Street, Lincoln CA 95648 (hereinafter referred to as the DISTRICT and collectively with the COLLEGE referred to as the PARTIES).

RECITALS

WHEREAS, the DISTRICT desires to offer college-credit bearing courses to its high school students; and

WHEREAS, the COLLEGE desires to provide college-credit bearing courses to the DISTRICT'S high school students; and

WHEREAS, the PARTIES desire to partner together for the purpose of offering dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college, improving high school graduation rates, and helping high school pupils achieve college and career readiness; and

WHEREAS, for the purposes of this agreement, "College and Career Access Pathways" (CCAP) refers to a program of college-credit bearing courses ("CCAP courses") taught to DISTRICT high school students by college-approved high school teachers ("CCAP Faculty"); and

WHEREAS, the CCAP Faculty will be employees of the DISTRICT and paid directly by the DISTRICT to provide instructional services related to the CCAP Courses;

WHEREAS, the COLLEGE will reimburse the DISTRICT for the instructional services for the CCAP courses provided to the DISTRICT and will maintain control over the instructional activities and services of the CCAP Faculty; and

WHEREAS, the legal requirements governing this AGREEMENT are subject to change by the California State Legislature. Current regulations are contained in Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002(a), 55002 (3), 55005, 55232, 58051.5, 58056, 58058, 58058(b), 58102, and 58104, and Education Code Sections 48800, 48801, 58920, 76001(d), 76002, 76004, 76220, 76355, and 84752;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreement herein set forth, the Parties do hereby agree as follows:

TERMS OF AGREEMENT

1. LIAISON

- 1.1. The COLLEGE shall appoint a liaison who will approve all CCAP Faculty in consultation with the academic department of the COLLEGE. (CA Code of Regulations 58056)
- 1.2. The liaison or designee shall provide initial training for CCAP Faculty, conduct site visits, COLLEGE performance evaluations, and strengthen communication between essential elements of the DISTRICT, the COLLEGE, academic departments, and student services. (CA Code of Regulations 58056)
- 1.3. The liaison will keep CCAP Faculty apprised of new curriculum developments, pedagogic innovations, textbook adoptions, educational outcomes, assessment of learning, grading standards, proficiency expectations, and syllabus components. (CA Code of Regulations 58056)

- 1.4. The COLLEGE shall appoint an administrator, the Director for Dual Enrollment, who will serve as the primary point of contact for the program. The Director for Dual Enrollment shall manage the dual enrollment program and ensure communication between essential elements of the DISTRICT, the COLLEGE, and their respective academic and student affairs departments.
 - 1.5. The DISTRICT shall appoint an Administrative Liaison that serves as the primary point of contact for the COLLEGE. The DISTRICT shall also appoint Site Liaisons who serve as the primary point of contact at individual high schools in the DISTRICT.
 - 1.6. The COLLEGE and DISTRICT shall identify data liaisons who will serve as the primary point of contact for sharing student information, in compliance with state and federal privacy laws.
2. ADMISSIONS AND REGISTRATION
- 2.1. CCAP students shall be exempted from the fees and admissions requirements listed in the COLLEGE's Board Policies 5010 and 5030. Admissions and registration shall be governed by all other applicable policies and procedures established by the COLLEGE. (CA Ed Codes 48800, 76001(d), 76004)
 - 2.2. Prior to registering for a CCAP course, students shall complete and submit a CCAP Permission Form, granting parental consent for their high school student to enroll in community college courses.
 - 2.3. Students enrolled in a CCAP course shall not be assessed any fee that is prohibited by Education Code section 49011.
 - 2.4. The DISTRICT shall supply the DISTRICT students with all required texts and materials. The COLLEGE will waive all COLLEGE fees for DISTRICT students enrolling in a CCAP course at the DISTRICT. Pursuant to SB 150 and SB 141 non-resident students admitted and enrolled per this agreement will be exempted from paying non-resident tuition.
 - 2.5. All CCAP courses shall have a minimum enrollment of twenty (20) students unless the COLLEGE and the DISTRICT agree otherwise.
 - 2.6. Students will be enrolled in CCAP courses in compliance with existing COLLEGE enrollment policies.
3. COURSES
- 3.1. The DISTRICT shall request CCAP classes using the processes established by the COLLEGE. All CCAP class offerings must be approved by the COLLEGE and consistent with all Title 5 standards. If a CCAP class is operated on-site by the DISTRICT, the COLLEGE is responsible for the educational courses.
 - 3.2. Courses offered in the DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus. (CA Code of Regulations 55002(a), 55232 and CA Ed Code 48801)
 - 3.3. Courses offered in the DISTRICT shall be COLLEGE catalogued courses with the same department designations, course descriptions, numbers, titles, and credits. (CA Code of Regulations 55002(a), 55005, 58102, 58104)
 - 3.4. Courses offered in the DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE. (CA Code of Regulations 55002(3))
 - 3.5. All COLLEGE rules and regulations apply to CCAP courses, except as exempted elsewhere in this Agreement.
 - 3.6. COLLEGE has procedures in place to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures include, but are not limited to; site visits to the site of the CCAP course by one or more representatives of the COLLEGE to ensure that courses offered at the DISTRICT are the same courses offered at the COLLEGE.
 - 3.7. CCAP courses to be offered in the DISTRICT during the span of this AGREEMENT shall be listed in Appendix A.
 - 3.8. Total number of high school students to be served: 70
 - 3.9. Total number of full-time equivalent students projected to be claimed by COLLEGE: 6.17
 - 3.10. Scope, Nature, Time and Location of courses to be offered by the COLLEGE shall be listed in Appendix A.
 - 3.11. Students shall demonstrate their ability to benefit from these courses through their high school transcripts, assessment by appropriate DISTRICT personnel, and placement through COLLEGE processes where applicable.

Board Date: July 13, 2021

- 3.12. The COLLEGE certifies that under this agreement, the college courses offered for credit at the DISTRICT do not reduce access to the same course offered at the partnering community college campus.
 - 3.13. The COLLEGE certifies that no course offered under this agreement is oversubscribed or has a waiting list.
 - 3.14. The COLLEGE certifies that its participation in this CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in this CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.
 - 3.15. Additional CCAP Courses may be added during the span of this AGREEMENT by mutual agreement of the COLLEGE and the DISTRICT and these CCAP Courses shall be identified in a fully executed addendum to this agreement.
4. FACULTY
- 4.1. CCAP Faculty shall be COLLEGE-approved high school teachers who meet the Minimum Qualifications for Faculty and Administrators in California Community Colleges for the discipline in which they are assigned to teach. (CA Code of Regulations 53410)
 - 4.2. CCAP Faculty shall be the sole employees of the DISTRICT and the DISTRICT shall be solely responsible for all associated salaries, wages, and benefits due to faculty.
 - 4.3. The COLLEGE certifies that under this agreement, a qualified high school teacher teaching a course offered for college credit at the high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college.
 - 4.4. CCAP Faculty provided by the DISTRICT shall meet the discipline-specific minimum qualifications established by the COLLEGE. (CA Code of Regulations 53410)
 - 4.5. Prior to teaching, CCAP Faculty provided by the DISTRICT shall receive discipline-specific training and orientation from the COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, procedures, record keeping, and instructional responsibilities. (CA Code of Regulations 58058)
 - 4.6. CCAP Faculty provided by the DISTRICT may participate in all professional development activities sponsored by the COLLEGE during any semester they teach in the CCAP program and shall be encouraged to participate in ongoing collegial interaction to address course content, course delivery, assessment, evaluation, and/or research and development in the field. (CA Code of Regulations 58058)
 - 4.7. CCAP Faculty provided by the DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE risk becoming ineligible to teach CCAP courses at the discretion of the COLLEGE. CCAP Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for part-time faculty of the COLLEGE and by the DISTRICT using the adopted evaluation process for teachers employed by the DISTRICT. The COLLEGE evaluation process includes student surveys. (CA Code of Regulations 58058)
 - 4.8. CCAP Faculty must sign an Instructor Agreement, approved by the COLLEGE, and shall meet qualifications required by the COLLEGE. The COLLEGE has the primary right to control and direct the instructional activities of the instructor during the term specified by the contract. (CA Code of Regulations 58058(b); COLLEGE AP 4610)
 - 4.9. Discipline and dismissal of CCAP Faculty will be the sole responsibility of the DISTRICT consistent with the relevant dismissal and discipline processes for teachers employed by the DISTRICT.
 - 4.10. While this agreement does not call for the use of community college instructors to teach CCAP courses on a high school campus, COLLEGE certifies that any community college instructor teaching a course on a high school campus shall not have been convicted of any sex offense as defined in Section 87100, or any controlled substance offense as defined in Section 87011.
 - 4.11. While this agreement does not call for any community college instructor to teach CCAP courses on a high school campus, COLLEGE certifies that any community college instructor teaching a course on a high school campus shall not displace or result in the termination of an existing high school teacher teaching the same course on that high school campus.
 - 4.12. While this agreement does not call for any community college instructor to teach any remedial courses on a high school campus, COLLEGE certifies that any remedial course would be offered only to high

school students who do not meet their grade level standard in math or English as assessed and determined by school district, and that any delivery of remedial courses shall involve a collaborative effort between the Parties.

5. ON-SITE SUPERVISION

- 5.1. CCAP Courses will be conducted at Lincoln High School ("SCHOOLS"), which are public school facilities operated by DISTRICT.
- 5.2. CCAP Courses and students shall be under the direct supervision of the CCAP Faculty at the SCHOOL. Student discipline is the responsibility of the DISTRICT.
- 5.3. The COLLEGE will maintain control and direct the instructional activities of the CCAP Faculty and shall outline the duties of the CCAP Faculty in a separate agreement. (CA Code of Regulations 580S6)
- 5.4. COLLEGE will provide direction to CCAP Faculty through an instructor's manual, course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide to its hourly on-campus instructors.

6. STUDENTS

- 6.1. Students must meet all COLLEGE prerequisite and placement requirements before enrolling in a CCAP Course. (CA Code of Regulations 51006, 58051.S, and CA Ed Code 76002)
- 6.2. Grades earned by students enrolled in CCAP Courses will be posted on official COLLEGE and DISTRICT transcripts. (CA Ed Code 76220)
- 6.3. Students enrolled in CCAP Courses will be directed to the official catalog of the COLLEGE.
- 6.4. Students enrolled in CCAP Courses shall have access to student support services programs available at the COLLEGE for which they may be eligible.
- 6.5. Students who withdraw from a CCAP Course will not receive any COLLEGE credit for work completed. All COLLEGE enrollment, attendance, grading, and repeatability regulations apply to CCAP courses.
- 6.6. Students enrolled in a CCAP Course will be held to a comparable level of rigor to all courses offered at the COLLEGE.
- 6.7. Students with disabilities who are enrolled in CCAP courses are eligible to receive accommodations in adherence with the COLLEGE policies and procedures. Appropriate accommodations will be provided through the COLLEGE Disabled Students Programs and Services Office.
- 6.8. Student discipline is the responsibility of the DISTRICT. Instances of student dishonesty are subject to COLLEGE policy.
- 6.9. Participation in a CCAP course is limited solely to eligible high school students.

7. ASSESSMENT

- 7.1. Students enrolled in CCAP Courses shall be held to the same standards of achievement as students on the COLLEGE campus. (CA Ed Code 48801)
- 7.2. Students enrolled in CCAP Courses shall be held to the same grading standards as those expected of students in on campus COLLEGE sections.
- 7.3. Students enrolled in CCAP Courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in on campus COLLEGE sections.

8. EVALUATION

- 8.1. The COLLEGE and the DISTRICT may conduct student evaluations for each CCAP Course offered in the SCHOOL. (CA Ed Code 58920)
- 8.2. The COLLEGE and the DISTRICT may survey and collect data on alumni of CCAP Courses after they graduate from the DISTRICT. (CA Ed Code 76220)
- 8.3. The COLLEGE and the DISTRICT may annually conduct surveys of participating high school instructors, principals, and guidance counselors.
- 8.4. The COLLEGE and the DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of CCAP Course delivery.

9. RECORDS

- 9.1. Records of student attendance and achievement (grades) for all DISTRICT students who enroll in a CCAP course shall be maintained by the DISTRICT and open for review at all times by officials of the COLLEGE. (CA Ed Code 76220)
- 9.2. Records of student attendance and achievement (grades) for all DISTRICT students who enroll in a CCAP Course shall be kept by the instructor and submitted to the COLLEGE using the COLLEGE's usual processes. (CA Ed Code 76220)
- 9.3. In engaging in the information exchange described in this section, DISTRICT and COLLEGE will both comply with state and federal privacy laws with regard to all student records for students enrolled in a CCAP Course. This includes protecting student records from unauthorized disclosure or transmission to unauthorized third parties. The College is committed to the protection and confidentiality of student educational records by adhering closely to the guidelines established by the Family Educational Rights and Privacy Act (FERPA) which is federal legislation established to regulate access and maintenance of student educational records. Federal and state laws relating to the privacy of student records may differ from those regulations governing California high school students.
- 9.4. The DISTRICT and COLLEGE may share student information for program management and program improvement purposes, using identified data liaisons and in accordance with FERPA regulations.

10. REIMBURSEMENT

- 10.1. The DISTRICT shall invoice the COLLEGE at the end of each semester for the instructional services rendered at a rate of \$750.00 per unit delivered to CCAP students.
- 10.2. The COLLEGE shall make payment to the DISTRICT within 30 days of receiving the invoice for instructional services rendered. (CA Ed Code 76355)
- 10.3. The financial arrangements defined herein may be adjusted annually by a duly adopted written amendment to this Agreement, signed by both Parties.
- 10.4. Separate and distinct from the COLLEGE's reimbursement for instructional services, the DISTRICT shall pay the instructor of record a stipend. These stipends are not reimbursable expenses and remain the sole responsibility of DISTRICT.

11. COMPLIANCE

- 11.1. Both the COLLEGE and the DISTRICT certify that they are in compliance with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- 11.2. The DISTRICT will be employer of record for purposes of assignment monitoring and reporting to the county office of education.
- 11.3. The DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 11.4. The DISTRICT and the COLLEGE have established protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
- 11.5. Points of contact for the duration of this agreement:

DISTRICT: Scott Pickett, Assistant Superintendent, Educational Services

COLLEGE: Lucas Moosman, Executive Dean, Student Success-Instruction

12. INDEMNIFICATION

- 12.1. The DISTRICT agrees to and shall indemnify, save, and hold harmless the COLLEGE and its officers, agents, governing board members and employees from any and all claims, injuries, demands, liabilities, costs, expenses (including reasonable attorneys' fees and court costs), damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence or willful acts of the DISTRICT, its officers, agents, governing board members and employees.

- 12.2. The COLLEGE agrees to and shall indemnify, save, and hold harmless the DISTRICT and its officers, agents, governing board members, and employees from any and all injuries, claims, demands, liabilities, costs, expenses (including reasonable attorneys' fees and court costs), damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence or willful acts of the COLLEGE, its officers, governing board members and employees.

13. INSURANCE

- 13.1. The DISTRICT, in order to protect the COLLEGE, its agents, governing board members, employees and officers and volunteers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, evidence of general liability insurance or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, and property damage insurance of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with an insurer with a current A.M. Best's rating of no less than A-VII authorized to do such public liability and property damage insurance business in the state of California or otherwise acceptable to the COLLEGE. Said policy of insurance or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers and volunteers as an additional insured for the purposes of this AGREEMENT. A certificate of insurance including such endorsement shall be furnished to the COLLEGE prior to the commencement of services.
- 13.2. Evidence of Sexual Misconduct coverage shall be included on the evidence of insurance if included in the general liability insurance program. Otherwise, evidence of coverage shall also be provided to the COLLEGE.
- 13.3. The DISTRICT shall provide evidence of automobile liability insurance or an approved program of self-insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with an insurer with a current A.M. Best's rating of no less than A-VII authorized to do such public liability and property damage insurance business in the state of California or otherwise acceptable to the COLLEGE. Coverage shall include owned, non-owned and hired automobiles.
- 13.4. The DISTRICT shall provide proof of worker's compensation insurance evidencing statutory limits as required by the State of California. The DISTRICT shall also furnish evidence of ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease of Employer's Liability coverage. DISTRICT's insurer shall agree to waive their rights of subrogation by providing an endorsement to the COLLEGE acknowledging such.
- 13.5. DISTRICT shall provide 30-day notice of intent to cancel, non-renew or make material change in coverage for all lines of coverage to COLLEGE.
- 13.6. Any insurance proceeds that are available to the DISTRICT that are broader than or in excess of the specified minimum insurance coverage shall be available to the COLLEGE as an additional insured.

14. FULL FUNDING

- 14.1. A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.
- 14.2. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCAP agreement is authorized attendance for which the community college district shall be credited or reimbursed pursuant to ECS 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity.
- 14.3. The COLLEGE certifies that the direct education costs of the CCAP courses are not being fully funded through other sources.
- 14.4. The DISTRICT certifies that it has not received full compensation for the direct education costs for the conduct of the CCAP Courses from other sources.
- 14.5. The DISTRICT agrees and acknowledges that the COLLEGE will claim apportionment for the students enrolled in CCAP courses.

Board Date: July 13, 2021

15. REPORTING

15.1. The COLLEGE, in conjunction with the DISTRICT, shall report annually to the State Chancellor's office the following information:

- i. The total number of high school pupils by school site enrolled in this CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- ii. The total number of community college courses by course category and type and by school site enrolled in CCAP partnership participants.
- iii. The total number and percentage of successful course completion, by course category and type and by school site, of CCAP partnership participants.
- iv. The total number of Full-Time Equivalent Student (FTES) generated by CCAP partnership participants.
- v. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. (CA Ed Code 76004 (t) i (e))

16. NON-DISCRIMINATION CLAUSE

16.1. The COLLEGE affirms that it shall not discriminate against any person in any aspect of education or employment without regard to ethnicity, national origin, religion, age, sex, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

17. TERM OF AGREEMENT

17.1. August 1, 2021 to June 30, 2022

18. TERMINATION OR CHANGES

18.1. Either party may terminate this AGREEMENT at any time by providing 30-days' written notice to the other party. Written notice of termination shall be addressed to the responsible person listed in Item 19 below.

18.2. Upon receiving or providing a notice of termination of this AGREEMENT, the Parties shall develop a mutually agreeable teach-out plan that enables students to complete the CCAP course they are enrolled in and provides for a final invoice from DISTRICT for any remaining instructional services.

18.3. COLLEGE will reimburse DISTRICT 30 days after receiving the final invoice for any remaining instructional services occurring through the teach-out plan.

19. NOTICE TO PERSONS RESPONSIBLE FOR THE IMPLEMENTATION OF THIS AGREEMENT

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

TO THE COLLEGE:

Lucas Moosman
Executive Dean, Student Success-Instruction
Sierra Joint Community College District
5100 Sierra College Boulevard
Rocklin, CA 95677

TO THE DISTRICT:

Scott Pickett
Assistant Superintendent, Educational Services
Western Placer Unified School District
600 Sixth Street
Lincoln, CA 95648

Board Date: July 13, 2021

20. MISCELLANEOUS

- 20.1. This Agreement contains all agreements, promises and understandings between the Parties regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding.
- 20.2. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.
- 20.3. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time.
- 20.4. This Agreement and the performance thereof shall be governed interpreted, construed, and regulated by the laws of the state of California. The Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Placer County, California.
- 20.5. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.
- 20.6. A copy of this Agreement shall be filed with the Chancellor's Office of the California Community Colleges.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the last date written below.

Date: 7/14/2021 | 9:13 PM PDT

Date: 8/12/21

DocuSigned by:

Erik E. Skinner

A980B34B3194446

SIERRA JOINT COMMUNITY COLLEGE DISTRICT



WESTERN PLACER UNIFIED SCHOOL DISTRICT

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract Amendment
– MAXIM Staffing Solutions

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Pickett
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Base

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract amendment is for MAXIM Staffing Solutions to charge WPUSD a flat rate for nursing services on overnight field trips in lieu of the previous terms, which required WPUSD to pay a designated hourly rate for services. MAXIM provides staff for district field trips that require nursing services for students.

RECOMMENDATION:

Administration recommends that the Board ratify the contract amendment between MAXIM Staffing Solutions and Western Placer Unified School District.



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 18 day of May, 2021, by and between **Western Placer Unified School District** located at 600 Sixth Street Lincoln, CA 95648, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 1050 Fulton Avenue, Suite 235 Sacramento, CA 95825 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a Western Placer Unified School District located in California and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.**

- A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.
- B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Timekeeping. MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Responsibility for Student Care. EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively “Protocol(s)”). EDUCATIONAL INSTITUTION’s responsibilities include, but are not limited to: Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 7.2 including that those Sections shall comply with this Section’s referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act (“FERPA”), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section’s referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION’s specific policies and procedures provided to MAXIM for such purpose.

Section 3.3 Requests for Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 Short-Notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

- Section 3.5 Staff Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in

EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.11 Incident Reports. Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.12 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- ☒ Weekly
- ☐ Bi-weekly
- ☐ Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

Western Placer Unified School District
600 Sixth Street
Lincoln, CA 95648
ATTN: Scott Pickett

- Section 5.2** **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3** **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5** **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1** **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3** **Indemnification.**
MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.
- Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence,

active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Western Placer Unified School District 600 Sixth Street Lincoln, CA 95648 ATTN: Scott Pickett	Maxim Healthcare Staffing Services, Inc. 7227 Lee DeForest Drive Columbia, MD 21046 ATTN: Contracts Department
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COPY TO:
Maxim Healthcare Staffing Services, Inc.
1050 Fulton Ave. Suite 235
Sacramento, CA 95825
ATTN: **Vanessa Dugan**

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

Section 6.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any

modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. **Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2

HIPAA/FERPA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

WESTERN PLACER UNIFIED SCHOOL
DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
Western Placer Unified School District STAFFING RATES

Charges will be based on the following hourly rate schedule effective 18 May 2021:

Service	Rate (per hour)
Borad Certified Behavior Analyst (BCBA)	\$125
Behavior Tech (BT)	\$50
Behavioral Mid – Level Supervisor	\$80
SLPA/COTA/PTA	\$72
Health Aide/EMT	\$40
Medical Assistant (MA)	\$42
Licensed Vocational Nurse (LVN)	\$55
Register Nurse (RN)	\$75
School Credentialed Nurse	\$95
Overnight School Field Trips (BT and Nursing)	\$2000 (2+ nights)
Physical Therapist (PT)/ Occupational Therapist (OT)	\$85 - \$120
School Psychologist	\$90 - \$120
Speech Language Pathologist (SLP)	\$90 - \$120
Associate Clinical Social Worker (ASW)	\$85
Lisenced Clinical Social Worker (LCSW)	\$110
Licesned Marriage and Family Therapist (LMFT)	\$110
Special Education Teacher – Mild/Mod	\$85
Special Education Teacher – Mod/Severe	\$90

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$According to CA State Law per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Quarantine. CLIENT agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine while on assignment at CLIENT facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to CLIENT.

WESTERN PLACER UNIFIED SCHOOL
DISTRICT

Signature *Sgt. Pickett* Assistant Supt.
ED. Services
Printed Name & Title
8/12/21
Date

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature
Printed Name & Title
Date

INFORMATION

DISCUSSION

ACTION

ITEMS

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

WPUSD COVID-19 Safety Protocols

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

Kerry Callahan 
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

On Friday afternoon, August 13, Western Placer Unified School District releasing their COVID-19 Safety Protocols: A Road Map for WPUSD Schools to families via the Friday Update. The protocols will also be posted on our District website (www.wpusd.org) and are enclosed here for reference. The protocols will be reviewed with the Board. Additionally, an attorney from our legal team at Lozano Smith will be present at the meeting to discuss our protocols in alignment with CDPH guidance and the legal implications surrounding our District's obligation to comply with said guidance.

RECOMMENDATION:

The Administration recommends the Board receive and discuss WPUSD's COVID-19 Safety Protocols.

2021-2022 COVID-19 SAFETY PROTOCOLS

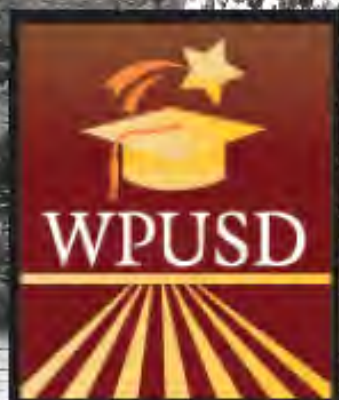
A ROAD MAP FOR WPUSD SCHOOLS
2021-2022

WESTERN PLACER UNIFIED
SCHOOL DISTRICT

600 Sixth Street, Ste 400
Lincoln, CA 95648
916-645-6350
www.wpusd.org

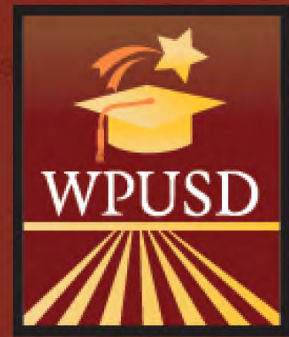
UPDATED AS OF AUGUST 12, 2021

This document is subject to change in order to reflect current guidelines.





Kerry Callahan
Superintendent



A Message of Hope

While the 2020-2021 school year proposed new challenges, hardships and growth, our district persevered to deliver quality education to every student. Students and staff did their very best to learn and adapt to a different way of learning. With that, we built our character, toughened our skin and learned many new perspectives.

As we embark on another school year shaded by a pandemic, we look forward to the light at the end of this tunnel. We see tangible improvements as we lessen the multitude of mitigation strategies. To begin the 2021-2022 school year, you will see some safety protocols still in place. We understand the struggle this can bring to many students, staff and families; however, when looking at what we were faced with the year prior, we feel grateful to see improvement.

If we learned anything from the last year and a half, we know that change is inevitable. We will continue to review the guidance and adapt to meet the needs of our community as well as meet the state's requirements.

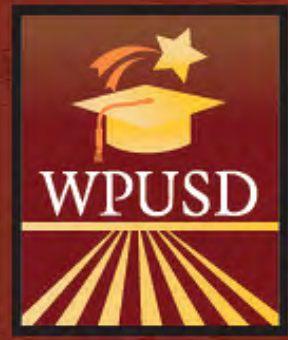
In this Road Map for WPUSD Schools, you will find:

- Safety protocols
- What the school year will look like
- Information on independent study
- Collaboration with surrounding districts, Placer County Office of Education, Placer County Public Health, California Department of Public Health, and CalOSHA

This road map is just a map, and there will be changes along the way. But the roadmap also gives us a way forward to continue our essential duty of educating and supporting students.

Kerry Callahan
Superintendent

OVERVIEW

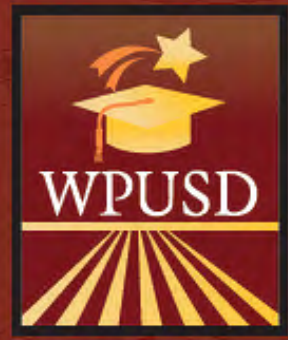


The health and safety of our students, staff and families is of utmost importance. To begin the 2021-2022 school year, you will see some safety protocols still in place. We will continue to review guidance and implement the current safety protocols as mandated by the state.

PROTOCOL OVERVIEW

- Two educational program options: Traditional in-person learning and independent study
- Daily at-home health screenings and temperature checks prior to arriving at school completed by parents
- Plexiglass partitions between the public and staff where applicable
- Maximizing time spent outside as weather allows
- Heightened education on proper hygiene practices, including proper hand washing and covering one's mouth when coughing or sneezing
- Enhanced cleaning of high touch areas
- Per CDPH requirements, regardless of vaccination status, face coverings will be required for all students, staff, visitors and parents while indoors on school campuses
- Face coverings are optional for all individuals, regardless of vaccination status while outdoors (if you are unvaccinated you are encouraged to keep 6ft distance from others)

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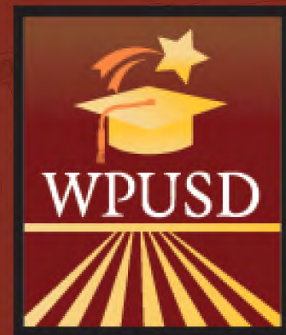


Education Program Options

Quality instruction and commitment to equity for all students continues to be a focus for the WPUSD educational programs. We know the needs of our students and families vary, which is why we will continue to provide two instructional options for the 2021-2022 school year.

IN-PERSON INSTRUCTION

- Traditional school environment
- Full day instruction with pre-COVID bell schedules
- Extended day Kindergarten at all elementary schools
- Enhanced intervention services
- Return of extra- and co-curricular activities
- Return of field trips
- Emphasis on social-emotional learning



Independent Study through ATLAS Learning Academy

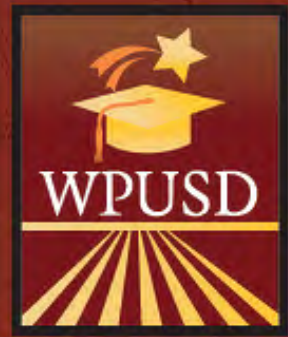
Parents and guardians of WPUSD students have the option to enroll their child(ren) in in-person instruction or independent study for the 2021-2022 school year.

WPUSD's established independent study program is administered through ATLAS Learning Academy and is located on the campus of Phoenix High School. If you are interested in learning more about the independent study program, parents and guardians may request a pupil-parent-educator conference to ask questions before making the decision about enrollment or disenrollment in independent study. The conference may be conducted by telephone, videoconference or in-person. If you wish to request a conference for your child, please contact Adam Salinger, the lead teacher at ATLAS Learning Academy at (916) 409-2404, or Scott Pickett, Assistant Superintendent of Educational Services at (916) 645-6350.

To enroll in independent study for the 2021-2022 school year, there must be a signed master agreement for each student. The student and their parent/legal guardian/caregiver will have the opportunity to review and ask questions about the master agreement with the teacher before signing.

For students with exceptional needs, the student's individualized education program (IEP) must specifically provide for independent study before the pupil can begin participating.

INDEPENDENT STUDY DETAILS



ADDITIONAL DETAILS

- Available to all WPUSD students
- Access to a personal Chromebook and hotspot upon request
- Taught by credentialed WPUSD teachers
- Grades K-12
- May participate in sports and other extracurricular activities

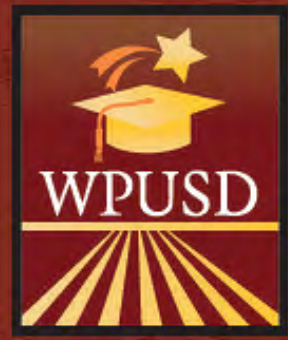
INSTRUCTIONAL TIME

- Kindergarten - 3rd Grade
 - Daily synchronous instruction
 - Instruction delivered in person, virtually or by phone between student and teacher
 - Majority of work completed independently
- 4th - 8th Grade
 - Daily live interaction
 - Weekly synchronous instruction
 - Instruction delivered in person, virtually or by phone
 - Live interaction means interaction between the student and teacher, an instructional aide or other personnel, and it may include other peers
- 9th - 12th Grade
 - Weekly live interaction and synchronous instruction
 - Classroom-style, small group, or one-on-one instruction delivered in person or by internet or phone and involves two-way communication between the student and teacher

HELPFUL LINKS

- [ATLAS Learning Academy Website](#)
- [California Department of Education Requirements for Independent Study for the 2021-2022 school year](#)

ADDRESSING SOCIAL-EMOTIONAL NEEDS & LEARNING LOSS

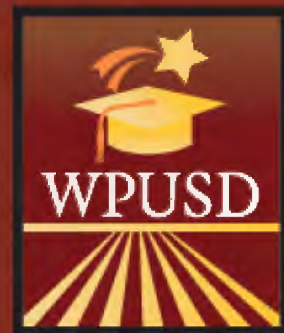


SOCIAL-EMOTIONAL NEEDS

- WPUSD recognizes that relationships and in-person connections are a critical component of social development for students. WPUSD will work within health and safety guidelines to provide meaningful connections and social opportunities for students
- Our full complement of counselors and school psychologists are available for students and families
- We will continue providing accessible resources for students and families (WPUSD Mental Health website and personnel)

LEARNING LOSS

- We will administer ongoing academic assessments (much like a typical year)
- Curriculum will be structured to ensure students are on track for the completion of the 2021-2022 school year
- WPUSD remains committed to continuing its high school credit recovery programs and to offering 5th year options to qualifying students
- AB 104, new legislation signed by Governor Newsome in July, contains two new initiatives. The district will assist students and families in implementing the following:
 - Students who attended high school in the 2020-21 school year can request grade changes from letter grades to Pass or No Pass. These requests must be made within a 15-day window chosen by the district (our window will open mid-August). Look for more details about the timeline and the process for grade change requests to be sent out in the next week or so. Please note that these grade changes may have implications for college acceptance; consult with a high school counselor if you have questions.
 - AB 104 provides additional options for graduation for students who were in 11th and 12th grade during the 2020-2021 school year and are/were not on track to graduate in four years.
 - Parents with questions about their student's placement may contact their child's school



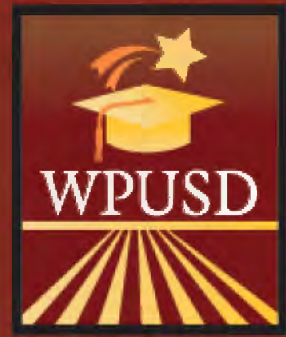
SCHOOL DAY PROCEDURES

DAILY AT-HOME HEALTH SCREENING

Prior to each school day, families, students and staff should complete an at-home health screening, assess any flu-like symptoms and ensure their temperature is below 100.4 degrees fahrenheit. Students or staff experiencing any flu-like symptoms and/or having a temperature above 100.4 degrees will not be permitted to enter campus.

PICK UP & DROP OFF

- Standard drop off pick up procedures (sites will communicate any specific changes)
- Face coverings are optional for all individuals while outdoors
- Face coverings are required for all individuals while indoors
- Upon arrival, each student should wash or sanitize their hands
- Please follow site specific traffic instructions for pick up and drop off



SCHOOL DAY PROCEDURES

Classroom Setup

- Per state guidelines, classrooms no longer require a minimum distance between students
- Students may work together in groups without social distancing requirements
- A teacher “safe zone” may still be in classrooms to support physical distancing between students and teachers as needed
- Outdoor learning will be encouraged as weather permits
- Snacks and water breaks will be permitted; if breaks occur indoors, face coverings are to be worn while not actively eating or drinking

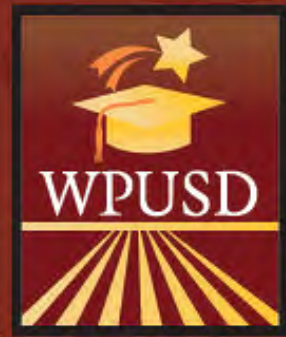
Transitions

- Social distancing is not required in hallways and common areas
- Face coverings are encouraged but not required during any outdoor transition/passing period
- Face coverings are encouraged but not required when congregating in any outdoor common areas
- Face coverings are required during any indoor passing/transition periods and in indoor common areas

Recess

- Students may remove face coverings during outdoor recess
- Campus supervisors may encourage students to practice social distancing
- No restrictions on recreational items (playgrounds, equipment, etc)
- Students are strongly encouraged to wash or sanitize hands prior to entering classroom or day care

SCHOOL DAY PROCEDURES



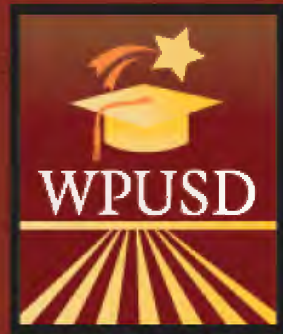
Physical Education (PE)

- Masks must be worn at all times while indoors, even during activities with heavy exertion, as tolerated
- Masks may be removed during outdoor activities
- Weather permitting, staff will be encouraged to hold Physical Education classes outdoors to minimize use of masks
- Site specific instructions will be given by the principal and/or teacher

Food & Nutrition Services

- Return to a mostly traditional lunch schedule, with appropriate safety protocols in place
- Free meals will be offered all year to all WPUSD students
- Primary school students will be able to grab meals in each of their cafeterias during their lunch period
- Secondary students will have multiple meal options on campus during their lunch period
- All students will have both hot and cold meal options
- Only meals will be offered, no other items will be for sale
- A La Carte items (chips, cookies, water) may be offered later in the school year at secondary sites
- If you have a student who is planning on eating with us and has an allergen please reach out to the Food Service Department. This way we can make sure our site staff can meet your student and we can work on accommodations
- School sites will provide daily schedules, which will include lunch times, etc.
- For students participating in independent study through ATLAS, please click [HERE](#) for information on meal distribution schedules

*Meal distribution dates, times, and locations are subject to change



GENERAL DISTRICT PROTOCOLS

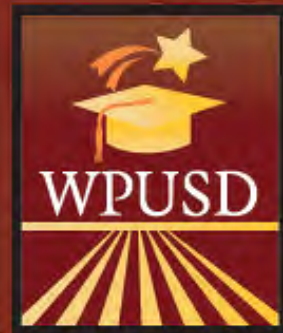
Front Office

- Follow site-specific protocol for front office entry (including required face coverings)
- Plastic shields or plexiglass will be in front office areas where the public interacts
- Hand sanitizer will be available to the public when entering the school office

Bus Transportation

- Buses will maximize outside air as much as possible as weather permits
- Students and drivers will be required to wear face coverings while on the bus
- Bus drivers will provide masks for students who do not have one; students will not be allowed on the bus without a face covering unless we have record of exemption
- Although distancing is not required, students will have assigned seating
- Transportation will continue to implement protocols should a student become symptomatic while in transport (i.e. placed in a designated seat, disinfect area immediately, follow symptomatic protocol upon arrival at school - see COVID-19 Protocol)
- Transportation will continue to follow current protocols for students who may have issues with wearing a face covering while on the bus or may be exempt, such as Special Education students due to sensory issues, etc.

GENERAL DISTRICT PROTOCOLS



Volunteers, Visitors & On-Campus Activities

- Schools will no longer restrict visitors, volunteers, and activities involving other groups
- Volunteers, visitors and outside groups will check in with the front office and complete a health screening before entering campus
- To align with the state's mandate, volunteers will be required to show proof of vaccination in order to volunteer at a school site
- Visitors will not be required to show proof of vaccination or a negative COVID test
- Face coverings are required for all volunteers and visitors while indoors
- Although face covering are only recommended while outdoors, volunteers and visitors may be required to wear face coverings outdoors while on school grounds
- Traditional on campus meetings will be permitted; however, sites may still provide virtual options for convenience
- Group activities will be permitted with adherence to current health guidelines (i.e. assemblies, in-person award ceremonies, etc.)
- Group activities will be encouraged to operate outdoors as weather permits

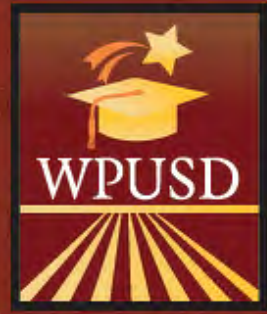
Extra Curricular, Sports & Enrichment Activities

- Athletic activity will be permitted based on the guidelines from the California Department of Public Health and California Interscholastic Federation (CIF)
- Updated guidance from CDPH on youth sports and activities is still pending; updates to this section will be made as guidance becomes available
- Some activities may need modifications on how they will be conducted when there is increased risk
- Field trips will be permitted with necessary safety protocols in place - including required face coverings while on busses and while indoors on a school field trip

Community Facility Use

- Indoor and outdoor facility use by outside organizations will be permitted
- All outside organizations must follow District safety protocols while using our facilities
- Additional fees for enhanced cleaning will be applied to all facility use agreements
- The District reserves the right to cancel facility use if necessary based on CDPH guidelines

HEALTH & SAFETY PROTOCOLS

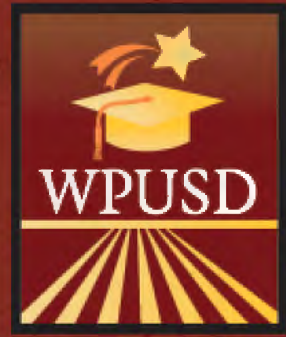


Face Coverings

- In accordance with California Department of Public Health:
 - All individuals must utilize face coverings:
 - On campus at all times while indoors, regardless of vaccination status
 - While riding the bus, regardless of vaccination status
 - Face coverings are recommended for all individuals while outdoors on campus
- Face coverings will be provided to staff, students and visitors if they do not have one when arriving to campus
- Students who remove face coverings while indoors will be reminded of the requirement to wear them appropriately while not actively eating or drinking
- Administration will work closely with students and their families to ensure compliance with the face covering mandate
- Students who repeatedly refuse to wear a face mask may be excluded from in-person instruction and encouraged to participate in independent study
- Personal face coverings will be allowed in compliance with the school's dress code policy
- Teachers and staff may use a transparent face shield with a drape for pedagogical reasons, but must wear a mask at all other times
- The following individuals are exempt from wearing a face covering:
 - Persons age two years or younger
 - Persons with a verified medical condition, mental health condition, or disability that prevents them from using a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or are otherwise unable to remove a face covering without assistance
 - Persons who are hearing impaired or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication
 - Persons for whom wearing a face covering could create a risk to the person related to work/school, as determined by local, state or federal regulators or safety guidelines
- Students exempted from wearing a face covering due to medical condition, must wear a non-restrictive alternative (i.e., face shield with a drape), as long as their condition permits
- Gloves are not recommended for use by students and staff, with the exception of conducting cleaning, first aid, or food service

Face Coverings: Students with Disabilities

- Students with sensory/cognitive/behavioral needs may not be required to wear face coverings, but are expected to wear a non-restrictive alternative if their condition permits
- Students who are deaf/hard of hearing will not be required to wear face coverings, but are expected to wear a non-restrictive alternative if their condition permits
- School personnel will work closely with families of students who are immunocompromised regarding specific needs



HEALTH & SAFETY PROTOCOLS

Handwashing & Sanitizing

- Students should wash or sanitize hands upon arriving at school and when entering different classrooms/common areas
- Students should wash or sanitize hands prior to consumption of foods
- Continued education on proper hygiene practices, including hand washing for at least 20 seconds, not touching face and eyes, covering mouth when coughing or sneezing
- Handwashing stations will be available in addition to classroom sinks and student restrooms
- Classrooms will have wall mounted hand sanitizers or hand sanitizer dispensers

Cleaning & Disinfecting

- The district will engage in daily cleaning of high-touch surfaces
- Common classroom surfaces will be cleaned at the end of each school day
- Cleaning and sanitization supplies will be made available in the event a teacher desires to perform additional classroom cleaning/sanitization
- Continued education on safe and correct storage and application of disinfectant
- Upon request, student friendly wipes will be available for use by middle and high school students should they desire to disinfect their area between classes

Ventilation

- Air filtration will be enhanced and serviced in accordance with the manufacturer recommendations
- Maximum outside air will be introduced to the classroom based on technology and comfort issues where feasible
- As weather conditions allow, windows and doors may be left open for increased ventilation and fresh air

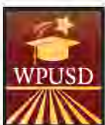
Western Placer Unified School District COVID-19 Response Scenarios

FOR THE 2021-2022 SCHOOL YEAR

01

SYMPTOMS OF ILLNESS

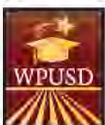
SCENARIO	ACTION	COMMUNICATION
<p>A student exhibits symptoms of COVID-19 which cannot be explained by an underlying chronic condition documented by a healthcare provider (e.g., allergies or asthma).</p> <p>Symptoms consistent with COVID-19 include:</p> <ul style="list-style-type: none"> • Fever or chills • Cough • Shortness of breath or difficulty breathing • Fatigue • Muscle or body aches • Headache • New loss of taste or smell • Sore throat • Congestion or runny nose • Nausea or vomiting • Diarrhea 	<ul style="list-style-type: none"> • Send student home. • Consult with School Nurse. • Recommend testing through a health care provider or other testing site. Testing is recommended for symptomatic individuals regardless of vaccination status. • If COVID-19 test is positive, see Scenario 3. If COVID-19 test is negative, see Scenario 4. • If a symptomatic student does not receive confirmatory testing, but is a close contact of a confirmed case, treat as a probable case using Scenario 3. • If no test is performed, isolation continues for minimum of 10 days from symptom onset AND 24 hours fever-free without fever-reducing medication AND improvement in symptoms. 	<p>Letter to student families who were sent home with instructions for next steps.</p>



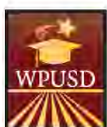
02

CLOSE CONTACT/EXPOSURE

SCENARIO	ACTION	COMMUNICATION
<p>A student has been in close contact (more than 15 minutes over a 24-hour period with 0-6 feet indoors) with someone who tests positive for COVID-19.</p> <p><i>"CDPH (Technical Assistance) has clarified that outdoor exposures can follow the same protocol as they would for indoor exposures."</i></p>	<ul style="list-style-type: none"> Student report information to school administration. Consult with School Nurse. 	<p>Letter to student families. May require additional follow up communication depending on verification of vaccination status and/or surveillance test results.</p>
	<p>IF VACCINATED:</p> <ul style="list-style-type: none"> No quarantine needed if asymptomatic. Monitor symptoms for 14 days after exposure. If symptoms develop, send home to isolate and get tested. 	
	<p>IF UNVACCINATED (OR UNKNOWN/UNCONFIRMED):</p> <p>Positive case wearing OR not wearing a mask and close contact wearing a mask:</p> <ul style="list-style-type: none"> Send positive case home (see Scenario 3) Close contact eligible for modified 10-day quarantine to attend school if they meet all of the following criteria: <ul style="list-style-type: none"> Remain asymptomatic (if symptoms develop, send home to isolate and get tested) Continue to mask, as required Undergo testing at least 2x per week during 10-day quarantine <p><i>If criteria for modified quarantine not met or vaccinations status cannot be verified, standard quarantine guidance below applies.</i></p> <p>Positive case and close contact not wearing a mask:</p> <ul style="list-style-type: none"> Send all parties home If close contact remains asymptomatic, quarantine may end after day 10 from last date of exposure without testing, OR after day 7 if a diagnostic specimen is collected after day 5 from the date of last exposure and tests negative (Scenario 4). If tests positive, see Scenario 3. 	



		<p>Regardless, through day 14 following last known exposure, asymptomatic close contacts must:</p> <ul style="list-style-type: none"> • Continue daily self-monitoring for symptoms through day 14 from last known exposure; AND • Follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds). 	
03	POSITIVE COVID-19 TEST		
	SCENARIO	ACTION	COMMUNICATION
	<p>A student tests positive for COVID-19.</p> <p><i>*This scenario is also recommended for probable cases (close contacts who become symptomatic but do not receive confirmatory testing).</i></p>	<ul style="list-style-type: none"> • Consult with School Nurse. • Report information to school administration. • Isolate case and exclude from school for minimum 10 days from symptom onset or if asymptomatic, 10 days from test date. • Identify potential close contacts (more than 15 minutes over a 24-hour period with 0-6 feet indoors) based on the last date case was present at school while infectious, and follow Scenario 2. • If a facility has had a sick person with COVID-19 within the last 24 hours, clean AND disinfect the spaces occupied by that person during that time. 	<p>Phone call and letter to students families</p>



04

NEGATIVE COVID-19 TEST

SCENARIO	ACTION		COMMUNICATION
A student tests negative for COVID-19.	<ul style="list-style-type: none"> Consult with School Nurse. <p>Negative test after symptoms, but with no close contact or exposure regardless of vaccination status:</p> <p>Student may return to in-person instruction when 24 hours have passed since resolution of fever without the use of fever-reducing medications; AND other symptoms have improved.</p>	<p>Negative test after close contact or exposure if unvaccinated/unverified vaccination status and one or more parties not wearing mask:</p> <p>Quarantine may end if asymptomatic after day 7 (compared to day 10) if a diagnostic specimen was collected after day 5 from the date of last exposure and tests negative. If symptomatic, quarantine should not be shortened.</p>	No action needed. See templates for Scenario 2 and 3 as needed.



Important References:

- [CA Safe Schools For All Hub](#)
- [Placer County COVID-19 Schools website](#)
- [CDPH COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year](#) (Issued July 12, 2021)
- [Guidance for Face Coverings](#) (Issued June 15, 2021)
- [Face Coverings Q&A](#) (Issued July 28, 2021)
- [Quarantine and Isolation Guidance](#)

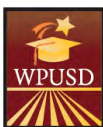
Quarantine vs Isolation:

***Quarantine** is for people who have been exposed to COVID-19, and who could become infected and spread the disease to others. [See quarantine guidance](#) and [additional CDPH guidance](#).

Isolation is used for people who are currently infected and able to spread the disease and who need to stay away from others in order to avoid infecting them. [See isolation guidance](#).

Please note, any reference to “days” throughout this document is intended as calendar days.

As of August 1, 2021



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

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

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 Resolution No. 21/22.4, Annual
Adjustment of Community Facilities District
Mello-Roos Rates for CFD #1 and CFD #2

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell 
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities Fund 49

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Annually the rates for fee calculations for Mello-Roos tax within the Western Placer Unified School District's Community Facilities Districts #1 and #2 are adjusted in accordance with the California Construction Cost Index (CCCI), utilizing the annual percentage increase or decrease for the most recent full calendar year as the standard. As of December 2020, there was an increase in the Construction Cost Index of 2.8%. This will increase the rates within CFD #1 to \$7.63 per square foot and CFD #2 to \$0.6120 per square foot respectively. Both districts observe a cap of 2,200 square feet per residential unit that can be charged. If approved, these rate increases will go into effect immediately.

RECOMMENDATION:

Staff requests that the Board of Trustees approve Resolution No. 21/22.4 to adjust CFD rates for the 2021-2022 fiscal year as outlined.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 21/22.4

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN
PLACER UNIFIED SCHOOL DISTRICT APPROVING TO APPLY AN
ESCALATION FACTOR TO ITS COMMUNITY FACILITIES
DISTRICTS NO. 1 AND NO. 2 SPECIAL TAX RATE**

WHEREAS, based upon the comparison of the California Department of General Services Construction Cost Index as of December 2020, the computed escalation factor is calculated at 2.8%;

NOW THEREFORE, The Board of Trustees of the above titled district **FINDS, DECLARES, RESOLVES AND ORDERS** as follows:

1. Apply a 2.8% escalation factor to the FY 2020-21 rate of \$7.42 per square foot of living space, capped at 2,200 square feet per unit, for a FY 2021-22 rate of \$7.63 per square foot of living space, capped at 2,200 square feet per unit, for Community Facilities District No. 1.
2. Apply a 2.8% escalation factor to the FY 2020-21 rate of \$0.5954 per square foot of living space, capped at 2,200 square feet per unit, for a FY 2021-22 rate of \$0.6120 per square foot, capped at 2,200 square feet per unit, for Community Facilities District No. 2

APPROVED, PASSED and ADOPTED by the Governing Board of the Western Placer Unified School District this 17th day of August 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Governing Board
Western Placer Unified School District

ATTEST:

Secretary of the Board of Trustees
Western Placer Unified School District

CALIFORNIA CONSTRUCTION COST INDEX 2016-2020

Month	2020	2019	2018	2017	2016
January	6995	6684	6596	6373	6106
February	6945	6700	6596	6373	6132
March	6947	6616	6596	6373	6248
April	6955	6841	6596	6461	6249
May	6958	6852	6596	6455	6240
June	7041	6854	6598	6470	6238
July	6984	6854	6643	6474	6245
August	6988	6823	6613	6620	6244
September	7036	6814	6674	6620	6267
October	7120	6851	6679	6596	6343
November	7123	6895	6679	6596	6344
December	7120	6924	6684	6596	6373
Annual % *	2.8%	3.6%	1.3%	3.5%	4.4%

*Annual Percentage is calculated from December to December.



CALIFORNIA CONSTRUCTION COST INDEX 2011-2015

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

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

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

SUBJECT:

Variable Term Waiver Request
for Gloria Gonzalez

AGENDA ITEM AREA:

Action

REQUESTED BY:

Cliff De Graw
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

Speech and Language Therapist applicant Gloria Gonzalez has completed her credential program and her credential award is pending. In the meantime a Variable Term Waiver Request is needed to be approved by the board to authorize the applicant to work in the position.

RECOMMENDATION:

Administration recommends the board approve the Variable Term Waiver Request.



Commission on Teacher Credentialing
Certification Division
ATTN: Waiver Unit
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: waivers@ctc.ca.gov
Website: www.ctc.ca.gov

CTC Use Only

CTC Use Only
W Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent** waivers only.

1. EMPLOYING AGENCY (include mailing address) Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648 NPS/NPA (list county code <u>31</u>)	County/District CDS Code 31669510000	Contact Person: Cliff De Graw Telephone #: 9166455293 Email: cdegrow@wpusd.org
---	---	---

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number:

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name Gloria Gonzalez
First Middle Last

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

Phone# _____ Email _____

Waiver Title Speech and Language Service Credential

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Speech and Language Pathologist

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? ☒ Yes ☐ No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) _____
- Is this a subsequent waiver? (see #9 for additional information) ☐ Yes ☒ No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: EC 44265.3

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 8 / 1 / 2021 to 6 / 30 / 2022

Ending date of school term, track, or year: 6 / 30 / 2022

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- | | |
|--|--|
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute |
| <input checked="" type="checkbox"/> Speech-Language Pathology Services | |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- | | |
|--|--|
| <input type="checkbox"/> Advertised in local/national newspapers | <input type="checkbox"/> Contacted IHE placement centers |
| <input type="checkbox"/> Advertised in professional journals | <input type="checkbox"/> Distributed job announcements |
| <input type="checkbox"/> Attended job fairs in California | <input checked="" type="checkbox"/> Internet |
| <input type="checkbox"/> Attended recruitment out-of-state | |

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

The applicant holds a BS in Communication Sciences and Disorders and will have a preliminary SPL Services Credential in late August or early September. She is in good standing in her Speech, Language, Pathology and Audiology Master's and Credential program. She was on the Deans List and received her degree with honors.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|---|--|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- ☐ Distributed job announcements
- ☐ Contacted IHE placement centers
- ☐ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? _____

How many individuals credentialed in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
Speech, Language, Pathology and Audiology Masters	
and Credential Program - Sac State	07/02/2021

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name Toni Vernier Position Director, Sp Ed

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

☐ Yes ☒ No ☐ Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding Professional Fitness Explanation Form.

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

☐ Yes

☒ No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

☐ Yes

☒ No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

☐ Yes

☒ No

d. Are any criminal charges currently pending against you?

☐ Yes

☒ No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprovod, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

☐ Yes

☒ No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

☐ Yes

☒ No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

☒ I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

- ☒ **Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months


- ☐ **County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.



Signature of Applicant
(Sign full legal name as listed in #2)

08/11/2021

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____



Assistant Superintendent of Personnel Services

08/11/2021

**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:

Consider Approving Job Description for
College and Career Technician and Changes to
Classified Salary Schedule

AGENDA ITEM AREA:

Action

REQUESTED BY:

Cliff De Graw 
Assistant Superintendent of
Personnel Services

ENCLOSURES:

Job Description for College and Career
Technician

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

As a part of the ongoing review of staffing needs by the District there exists a need to create a new College and Career Technician position, approve a newly developed job description for the position, and adjust the Classified Salary Schedule to include this new position. The College and Career Technician will support students in their pursuit of attending colleges and universities. With the need to increase students who are qualified and prepared to attend higher education out of high school, it is essential to have someone dedicated to support staff and students at each high school to support student achievement and college and career readiness. This new position and job description have been reviewed with CSEA leadership and is pending membership approval. The District has proposed that this new position be placed on Range 28 of the Classified Salary Schedule, which is in line with parity districts with similar positions.

RECOMMENDATION:

Approve the job description for the College and Career Technician position and updated Classified Salary Schedule with this new position included.

Western Placer Unified School District

POSITION DESCRIPTION

Position Title: **College & Career Technician**
Department: Educational Services
Reports: Site Administrator and/or Ed Services

SUMMARY:

Under the direction of the site administrator and/or Asst. Supt. of Ed Services assists students and their parents/guardians in preparing for college, workforce, or military services.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Holds during and after school discussions with students regarding career goals.
- Assists students, parents, and guardians with researching careers, colleges, and military services options.
- Selects and orders career and college information and publications, cross-referencing materials according to occupation.
- Discusses college admission test procedures, college admission requirements, financial aid requirements, and application deadlines with students.
- Assists students with completing employment applications or resumes, providing information on interview techniques and employment skills.
- Keeps up-to-date information on training prerequisites, job descriptions, job requirements, salary levels, working conditions, etc., in numerous occupational fields.
- Serves as a resource consultant for counseling staff and assists teachers and counselors with implementing career education activities.
- Coordinates community service activities between students and community agencies.
- Assists students with collecting job information and communicating with potential employers.
- Arranges field trips and job shadows for students in a variety of occupations or career areas.
- Prepares and maintains student work permits.
- Arranges for and schedules college and vocational presentations using guest speakers, lectures, audio-visual aids, etc.
- Publicizes employment (including school-based internships) and community service opportunities to students.
- Prepares correspondence, memos, and related documentation.
- Maintains and updates computerized information retrieval systems.
- Answers the telephone and greets visitors, taking messages and/or referring calls/visitors to appropriate staff.
- Other related duties as assigned.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

Four-year college degree preferred, preferably in education or other college/career related field.
Two years of increasingly responsible experience in supporting college and career readiness.

LANGUAGE SKILLS:

Ability to read and comprehend complex instructions, short correspondence, and memos. Ability to write correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent, draw and interpret bar graphs. Ability to solve one- and two-step algebraic equations.

REASONING ABILITY:

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

OTHER SKILLS and ABILITIES:

Ability to develop effective working relationships with students, staff and the school community. Ability to communicate clearly and concisely, both orally and in writing. Ability to perform duties with awareness of all district requirements and Board of Trustee policies.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, talk or hear. The employee is occasionally required to stand; walk, climb or balance; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 25 pounds. The employee must be able to push items of 50 lbs such as moving/rearranging furniture. Specific vision abilities required by this job include close vision, distance vision, and peripheral vision.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually loud at a standard acceptable level for this environment. The employee is continuously responsible for the safety, well-being and work output of students.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE 2021-2022**

Range: Cafeteria

14 Cafeteria Site Cashier, Food Service Warehouse Worker
16 Central Kitchen Assistant
20 Central Kitchen Lead
Child Nutritional Clerk
12 Food Service Assistant
16 Food Service Lead
20 Middle School Cafeteria Lead
23 High School Cafeteria Lead

Range: Clerical

26 Accounting Technician I
28 Accounting Technician II
17 Adult School Account Clerk
24 Alternative Education Secretary/Administrative Assistant
22 Assistant Principal Secretary/Administrative Assistant
16 Bilingual School Clerk
22 Counselor Secretary/Administrative Assistant
25 Department Secretary/Administrative Assistant
22 District ELD & Intervention Program Secretary/Administrative Assistant
20 District Office Clerk
23 District Receptionist Clerk
42 Facilities Planner
26 Facilities Support Clerk, Grant Funded
15 Grant Funded Bilingual Clerk
14 Grant Funded Clerk
14 Grant Funded Support Services Clerk
18 Grant Funded Transition Support Provider
20 Health Clerk
20 Mail Delivery/Driver
22 Preschool Clerk
24 Registrar/Student Data Manager
20 School Office Clerk II
22 School Office Clerk III
24 School Secretary I/Administrative Assistant (K-5)
25 School Secretary II/Administrative Assistant (6-12)
22 Special Education Clerk
28 Special Education Secretary/Administrative Assistant
28 Supplemental Programs & Accountability Secretary/
Administrative Assistant
28 Educational Services Secretary/Administrative Assistant

Range: Education

13 Campus Monitor
13 Campus/Cafeteria Supervisor
28 College & Career Technician
17 Computer Laboratory Technician
21 High School Library Technician
14 Infant/Toddler Paraprofessional
15 Instructional Aide
16 Instructional Aide-Bilingual/ESL
17 Instructional Aide-Special Education
25 Interpreter - Oral (*Paid on Step A only*)
25 Interpreter- Deaf & Hard of Hearing
20 Intervention Services Provider
21 Intervention Services Provider-Bilingual
19 Library Technician
32 Licensed Vocational Nurse
28 LVN/Paraprofessional, Specialized Phys Hlth Care
28 Occupational Therapist Assistant I
17 Paraprofessional, Specialized Physical Health Care
25 Parent/School/Community Liaison
15 Preschool Instructional Aide
24 Preschool Instructor
28 Speech-Language Pathology Assistant
33 Translator - Written (*Paid on Step A only*)

RANGE	Step A	Step B	Step C	Step D	Step E	Step F*
12	14.73	15.42	16.19	16.96	17.80	18.70
13	15.12	15.82	16.58	17.39	18.26	19.17
14	15.42	16.19	16.96	17.80	18.70	19.64
15	15.82	16.58	17.39	18.26	19.11	20.07
16	16.19	16.96	17.80	18.70	19.57	20.55
17	16.58	17.39	18.26	19.11	20.08	21.09
18	16.96	17.80	18.70	19.57	20.58	21.61
19	17.39	18.26	19.11	20.08	21.05	22.10
20	17.80	18.70	19.57	20.58	21.57	22.65
21	18.26	19.11	20.08	21.05	22.11	23.21
22	18.68	19.57	20.58	21.57	22.64	23.76
23	19.11	20.08	21.05	22.11	23.19	24.35
24	19.57	20.58	21.57	22.64	23.72	24.91
25	20.08	21.05	22.11	23.19	24.32	25.54
26	20.58	21.57	22.64	23.72	24.91	26.14
27	21.05	22.11	23.19	24.32	25.53	26.80
28	21.57	22.64	23.72	24.91	26.16	27.48
29	22.11	23.19	24.32	25.53	26.79	28.12
30	22.64	23.72	24.91	26.16	27.46	28.83
31	23.19	24.32	25.53	26.79	28.14	29.54
32	23.72	24.91	26.16	27.46	28.82	30.27
33	24.32	25.53	26.79	28.14	29.52	30.98
34	24.91	26.16	27.46	28.82	30.26	31.78
35	25.53	26.79	28.14	29.52	31.01	32.56
36	26.16	27.46	28.82	30.26	31.77	33.36
37	26.79	28.14	29.52	31.01	32.55	34.17
38	27.46	28.82	30.26	31.77	33.37	35.04
39	28.14	29.52	31.01	32.55	34.21	35.92
40	28.82	30.26	31.77	33.37	35.01	36.77
41	29.52	31.01	32.55	34.21	35.90	37.71
42	30.26	31.77	33.37	35.01	36.75	38.58
43	31.01	32.55	34.20	35.90	37.65	39.53
44	31.77	33.37	35.01	36.75	38.57	40.50
45	32.55	34.21	35.90	37.65	39.54	41.53
46	33.37	35.01	36.75	38.58	40.51	42.55
47	34.21	35.90	37.65	39.54	41.53	43.61
48	35.01	36.75	38.57	40.51	42.57	44.69
49	35.90	37.65	39.54	41.53	43.63	45.80
50	36.75	38.57	40.51	42.57	44.70	46.93

Range: Technology

33 District & Site Support Tech
45 Network Administrator
45 Technology Data Specialist
33 CALPADS Coord/Tech Project
Tech/Tech Sup Tech I
36 Technology Support Tech II

Range: Transportation & Maintenance

33 Assistant Mechanic
24 Bus Driver, Special Needs
22 Custodian/Groundsman
37 Dispatcher/Driver Trainer
33 District Maintenance Worker
24 Grounds Maintenance Worker
26 Lead Custodian
24 Maintenance/Custodian
42 Mechanic

Longevity: 2.5% salary increase for 10 years of service
and 2.5% for each additional 5 years of completed service.

Retiree Benefits: After 15 years of service, 3,600 for a maximum
of five (5) consecutive years or to age 65 or \$6,000 per year
for a maximum of three (3) consecutive years or until age 65.

* STEP F: Employees will be placed on Step F at the beginning
of the school year in their 15th year of service with the District

Effective 7/1/14 5% added to the 2014-2015 salary schedule & elimination of Employer paid PERS

Effective 7/1/15 3.75% added to the 2015-2016 salary schedule, retro to 3/1/15

Effective 3/15/16 4% added to the 2015-2016 salary schedule, retro to 1/1/16

Effective 7/1/16 1.5% lump sum pay from 2016-2017 salary schedule

Effective 7/1/17 1.53% added to the 2017-2018 salary schedule

Effective 7/1/18 .50% added to the 2018-2019 salary schedule retro to 1/1/19

Effective 7/1/19 .25% added to the 2019-2020 salary schedule, Step F added

Effective 8/18/19 Food Warehouse Worker position placed at Step 14

Effective 10/1/19 Department Secretary position placed at Step 25

Effective 10/15/19 Mail Delivery/Driver position placed at Step 20

Revised 3/16/21 - 3.00% added to the 2019-2020 salary schedule Effective 7/1/20

Revised 3/16/21 1.06% added to the 2020-2021 salary schedule Effective 7/1/21

Pending Board Approval 8/17/21 College & Career Technician position placed at Step 28

**In addition to the above, the district pays \$14,424 annually towards health benefits

**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:

Acceptance of Board Member
Resignation and Process for Filling
Vacancy

AGENDA ITEM AREA:

Action

REQUESTED BY:

Kerry Callahan,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The office of Placer County Superintendent of Schools, Gayle Garbolino-Mojica is in receipt of a resignation letter received from Brian Haley on August 3, 2021. The Board of Trustees will begin the process to fill the vacancy.

RECOMMENDATION:

The administration recommends acceptance of the letter of resignation of Board Member Brian Haley and approve process for filling vacancy in accordance with Board Policy.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

TO: WPUSD Board Members

FROM: KERRY CALLAHAN, Superintendent

DATE: AUGUST 17, 2021

SUBJECT: **BOARD APPOINTMENT TIMELINE**

With the resignation of Brian Haley from the Board, a timeline must be established to fill his seat. The person appointed to fill a vacancy shall hold office only until the next regularly scheduled election for district governing board members (Ed Code. 5091 2)

Action	Date
County Superintendent receives resignation	08/03/21
Board Acts on resignation and process for filling vacancy	08/17/21
Applications available	08/19/21
Application deadline	09/10/21
Board meeting for interviews and appointment	09/21/21
Resolution of appointment and seating	09/21/21
Posting of 10 day notice at sites	09/22/21
Posting of 10 day notice in newspaper	09/30/21

Board of Education

August 4, 2021

Susan Goto
Area 1

Sergey Terebkov
Area 1

Robert Tomasini
Area 1

Kelli Gnile
Area 2

David Patterson, Ed.D.
Area 3

Lynn Oliver
Area 4

E. Ken Tokutomi
Area 4

Superintendent's Cabinet

Phillip J. Williams
Deputy Superintendent

Martin Fregoso
Associate Superintendent
Business Services

Susan Connolly
Assistant Superintendent
Student Services

Jennifer Hicks
Assistant Superintendent
Educational Services

Colleen Slattery, Ed.D.
Assistant Superintendent
Human Resources

Troy Tickle
Assistant Superintendent
SELPA

Michelle Eklund
Chief Communications Officer
Superintendent's Office

Kerry Callahan, District Superintendent
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648

RE: Board Vacancy


Dear Ms. Callahan:

The resignation of Mr. Brian Haely from the Western Placer Unified School District Board of Trustees was filed with my office on August 3, 2021 and is effective August 3, 2021. To replace Trustee Haley the Board may either make a provisional appointment within 60 days from the effective date of the vacancy which is October 2, 2021, or order the vacancy be filled by an election to be conducted at the next established election date. Please note that the next "regular" election is established in Elections Code section 1000 and per Education Code section 5091(b) may only be called with 130 days notice. I have enclosed copies of both code sections for your review.

If the Board chooses to make an appointment, voters in the District must be notified of their right to nullify the Board's appointment by petitioning to conduct a special election to fill the vacancy instead. If the Board does not act to fill the position within 60 days after the vacancy occurred pursuant to state law, I must order an election to fill the position. In the event the Board chooses to fill the vacancy by making a provisional appointment, please inform my office when the appointment was made. Also, please complete and return the attached forms, which are all public documents, in order to report the change to the District's governing board roster and of any changes in your governing board's officers.

Thank you and please contact me if you have any questions.

Yours in education,


Gayle Garbolino-Mojica
Placer County Superintendent of Schools

GGM/sea

Enclosures:

- Form Completion and Distribution and Checklist
- Addendum to the Registry of Public Agencies
- Notice of Provisional Appointment or Order of Election
- Certificate of Appointment & Oath of Office
- Education Code Section 5091 and Elections Code Section 1000

cc: Placer County Elections (w/o enclosures)

District Form Completion and Distribution Checklist

Statement of Facts: Roster of Public Agencies

The "Statement of Facts Roster of Public Agencies Filing" is a requirement of Government Code section 53051 to be completed and filed with the Secretary of State within ten days after any change in the board roster or board officers. The Statement of Facts can be accessed online at:
<http://bpd.cdn.sos.ca.gov/sf/forms/np-sf-405.pdf>.

Distribution of Statement of Facts Roster of Public Agencies

- ☐ Original to Secretary of State
- ☐ Copy to Placer County Elections
- ☐ Copy to PCOE attention Suzie Arcuri

Addendum to Statement of Facts

Distribution of Addendum to Statement of Facts

- ☐ Original to Placer County Elections
 - ☐ Copy to PCOE attention Suzie Arcuri
- Please note: the Secretary of State does not receive a copy of this Addendum.

Notice of Provisional Appointment or Order of Election

Distribution of Notice of Provisional Appointment or Order of Election

- ☐ Original to PCOE attention Suzie Arcuri
- ☐ Copy to Placer County Elections

Certificate of Appointment & Oath of Office

Distribution of Certificate of Appointment & Oath of Office

- ☐ Original to PCOE attention Suzie Arcuri
- ☐ Copy to Placer County Elections

Gayle Garbolino-Mojica
County Superintendent of Schools

Board of Education

Susan Goto
Area 1

Sergey Terebkov
Area 1

Robert Tomasini
Area 1

Kelli Gnile
Area 2

David Patterson, Ed.D.
Area 3

Lynn Oliver
Area 4

E. Ken Tokutomi
Area 4

August 3, 2021

Mr. Brian Haley
4120 Karchner Road
Lincoln, CA 95648

Dear Mr. Haley:

This correspondence acknowledges receipt of your resignation as a member of the Board of Trustees for the Western Placer Unified School District effective August 3, 2021. Thank you for your dedicated service to the community, district, and students.

Superintendent's Cabinet

Phillip J. Williams
Deputy Superintendent

Martin Fregoso
Associate Superintendent
Business Services

Susan Connolly
Assistant Superintendent
Student Services

Jennifer Hicks
Assistant Superintendent
Educational Services

Colleen Slattery, Ed.D.
Assistant Superintendent
Human Resources

Troy Tickle
Assistant Superintendent
SELPA

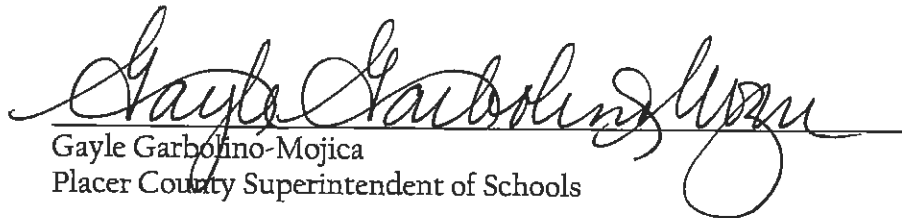
Michelle Eklund
Chief Communications Officer
Superintendent's Office

With your resignation you need to submit the California Form 700 "Leaving Office" Statement of Economic Interest. You may file using the e-disclosure link below:

System Logon Link: <https://edisclosure.placerelections.com>

Again, thank you for your service and I wish you well in your future endeavors.

Yours in education,



Gayle Garbolino-Mojica
Placer County Superintendent of Schools

GGM:sea

cc: Placer County Elections

Ms. Kerry Callahan, Superintendent—Western Placer Unified School District
PCOE File

CALIFORNIA CODES
EDUCATION CODE
SECTION 5090-5095

5090. Vacancies on school district governing boards or community college district boards are caused by any of the events specified in Section 1770 of the Government Code, or by a failure to elect. A vacancy resulting from resignation occurs when the written resignation is filed with the county superintendent of schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become effective on that date. A written resignation, whether specifying a deferred effective date or otherwise, shall, upon being filed with the county superintendent of schools be irrevocable.

5091. (a) Whenever a vacancy occurs, or whenever a resignation has been filed with the county superintendent of schools containing a deferred effective date, the school district or community college district governing board shall, within 60 days of the vacancy or the filing of the deferred resignation, either order an election or make a provisional appointment to fill the vacancy. A governing board member may not defer the effective date of his or her resignation for more than 60 days after he or she files the resignation with the county superintendent of schools.

In the event that a governing board fails to make a provisional appointment or order an election within the prescribed 60-day period as required by this section, the county superintendent of schools shall order an election to fill the vacancy.

(b) When an election is ordered, it shall be held on the next established election date provided pursuant to Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code not less than 130 days after the order of the election.

(c) (1) If a provisional appointment is made within the 60-day period, the registered voters of the district may, within 30 days from the date of the appointment, petition for the conduct of a special election to fill the vacancy. A petition shall be deemed to bear a sufficient number of signatures if signed by at least the number of registered voters of the district equal to $11\frac{1}{2}$ percent of the number of registered voters of the district at the time of the last regular election for governing board members, or 25 registered voters, whichever is greater. However, in districts with registered voters of less than 2,000 persons, a petition shall be deemed to bear a sufficient number of signatures if signed by at least 5 percent of the number of registered voters of the district at the time of the last regular election for governing board members.

(2) The petition shall be submitted to the county superintendent of schools having jurisdiction who shall have 30 days to verify the signatures. If the petition is determined to be legally sufficient by the county superintendent of schools, the provisional appointment is terminated, and the county superintendent of schools shall order a special election to be conducted no later than the 130th day after the determination. However, if an established election date, as defined in Section 1000 of the Elections Code, occurs between the 130th day and the 150th day following the order of the election, the county superintendent of schools may order the special election to be conducted on the regular election date.

(d) A provisional appointment made pursuant to subdivision (a) confers all powers and duties of a governing board member upon the appointee immediately following his or her appointment.

(e) A person appointed to fill a vacancy shall hold office only until the next regularly scheduled election for district governing board members, whereupon an election shall be held to fill the vacancy for the remainder of the unexpired term. A person elected at an

election to fill the vacancy shall hold office for the remainder of the term in which the vacancy occurs or will occur.

(f) (1) Whenever a petition calling for a special election is circulated, the petition shall meet all of the following requirements:

(A) The petition shall contain the estimate of the elections official of the cost of conducting the special election.

(B) The name and residence address of at least one, but not more than five, of the proponents of the petition shall appear on the petition, each of which proponents shall be a registered voter of the school district or community college district, as applicable.

(C) None of the text or other language of the petition shall appear in less than six-point type.

(D) The petition shall be prepared and circulated in conformity with Sections 100 and 104 of the Elections Code.

(2) If any of the requirements of this subdivision are not met as to any petition calling for a special election, the county superintendent of schools shall not verify the signatures, nor shall any further action be taken with respect to the petition.

(3) No person shall permit the list of names on petitions prescribed by this section to be used for any purpose other than qualification of the petition for the purpose of holding an election pursuant to this section.

(4) The petition filed with the county superintendent of schools shall be subject to the restrictions in Section 6253.5 of the Government Code.

(g) Elections held pursuant to subdivisions (b) and (c) shall be conducted in as nearly the same manner as practicable as other governing board member elections.

5092. Whenever a provisional appointment is made to the governing board of a school district pursuant to Section 5091, the board shall, within 10 days of the provisional appointment of a person to fill a vacancy which occurs or will occur, post notices of both the actual vacancy or the filing of a deferred resignation and also the provisional appointment in three public places in the district and shall publish a notice pursuant to Section 6061 of the Government Code. If there is no newspaper of general circulation published in the district, notice need not be published.

The notice shall state the fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation. The notice shall also contain the full name of the provisional appointee to the board and the date of his appointment, and a statement that unless a petition calling for a special election, containing a sufficient number of signatures, is filed in the office of county superintendent of schools within 30 days of the date of the provisional appointment, it shall become an effective appointment.

5093. (a) There shall be no special election or appointment to fill a vacancy on a governing board if the vacancy occurs within four months of the end of the term of that position.

(b) Section 5091 shall not apply to a vacancy on a governing board if the vacancy occurs, or a resignation specifying a deferred effective date is filed with the county superintendent of schools, during the period between six months and 130 days prior to a regularly scheduled governing board election and the position is not scheduled to be filled at such election. In such a case, the position shall be filled at a special election for that position to be consolidated with the regular election. A person elected to fill a position under this subdivision shall take office at the next regularly scheduled meeting of the governing board following the certification of the election and shall serve only until the end of the term of the position which he or she was elected to fill.

(c) If a special election pursuant to Section 5091 could be consolidated with the next regular election for governing board members, and the vacant position is scheduled to be filled at such regular election, there shall be no special election.

5094. If for any reason vacancies should occur in a majority of the offices on any school district or community college district governing board, the president of the county board of education having jurisdiction may appoint members of the county board of education to the district governing board until new members of the governing board are elected or appointed.

5095. Whenever any of the offices on any school district governing board or community college district governing board is vacant, the remaining governing board member or members, if any, and any governing board member or members elected or appointed to fill the vacancies, who have qualified, shall have all the powers and perform all the duties of the governing board.

Western Placer Unified School District

CANDIDATE INFORMATION SHEET

Application for Board of Trustee Member, Area II

Name

Occupation

Address

Business Address

Phone Number

Cell Phone Number

Business Phone Number

Brief Description of Candidates Qualifications

*Application must be returned to Kerry Callahan, Superintendent
At 600 Sixth Street, Fourth Floor, Lincoln, CA 95648*

Candidate Written Questions -
Board of Trustee Appointment

1. Why are you interested in serving as a Trustee in the Western Placer Unified School District?

2. How many hours per week would you be able to invest in the responsibilities of a Board Member?

3. Sometimes events are scheduled during the day. How does your schedule allow for participation in such events?

4. Describe a strength of K-12 public school education.
Describe a weakness of K-12 public school education.

STRENGTH: _____

WEAKNESS: _____

5. Which of your life experiences has prepared you to be a
successful School Board Trustee?

6. There are five overarching goals which guide decision-making in
Western Placer Unified School District. They are:

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

Please react to each of them as deemed appropriate:

Thank you for responding thoughtfully to each of our queries.

Signature: _____

Address: _____

Phone Number: _____

Date: _____

PUBLIC NOTICE

WESTERN PLACER UNIFIED SCHOOL DISTRICT

The BOARD OF TRUSTEES of the Western Placer Unified School District has declared a vacancy for Board of Trustee Area II. Candidate Information Sheets are available at 600 Sixth Street Suite 400, Fourth Floor, Lincoln, CA. Interested applicants should submit letters of application along with the Candidate Information Sheet to the Board of Trustees in care of:

**Kerry Callahan, Superintendent
Western Placer Unified School District
600 Sixth Street Suite 400
Fourth Floor
Lincoln, CA 95648**

All applications must be received by
September 10, 2021, at 4:00 p.m.

Date: 8/13/21

Publish Dates: August 19th, 26th, & September 2nd, 2021

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

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

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:

Elect a Clerk

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Kerry Callahan,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

August 17, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

Board Bylaw 9100 states Board of Trustees should have an elected clerk within its membership. Due to the resignation of the elected clerk, the Board of Trustees shall appoint a clerk

RECOMMENDATION:

Administration recommends the Board of Trustees appoint a clerk.

CLERK

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

(cf. 9100 - Organization)

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. Sign documents on behalf of district as directed by the Board.
4. Serve as presiding officer in the absence of the president and vice president

(cf. 9121 - President)

5. Notify Board members and members-elect of the date and time for the annual organizational meeting
6. Perform any other duties assigned by the Board

Legal Reference:

EDUCATION CODE

17593 Repair and supervision of property (duty of district clerk)

35038 Appointment of clerk by county superintendent of schools

35039 Dismissal of clerk

35121 Appointment of clerk in certain city and high school districts

35143 Annual organizational meetings

35250 Duty to keep certain records and reports

38113 Duty of clerk (re provision of school supplies)

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardmanship, 1996

WEB SITES

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