

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

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

Public Comments Accepted by Email and Telephone

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

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

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

United States: +1 (872) 240-3212

Access Code: 461-482-613

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

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

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

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

SDC Pre-School

Foskett Ranch	21
First Street/LIP	94

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

June 25, 2020

WPUSD District Office/City Hall Building–Go To Meeting
600 Sixth Street, Lincoln, CA 95648

AGENDA

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

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

1. **ANNOUNCEMENT: EXECUTIVE ORDER N-29-30 TELECONFERENCE FLEXIBILITY**
 - 1.1 This meeting is being held pursuant to the procedures established in Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. All board members may attend the meeting by teleconference. This meeting will be a telephone conference call only. The public may listen/participate via instruction listed prior to section 4 of the agenda (**4. Adjourn to Open Session/Pledge of Allegiance**)
2. **ANNOUNCEMENT:** Should this Board Meeting encounter any security breach or inappropriate issues, the meeting will be ended immediately.

5:00 P.M.

3. **CLOSED SESSION – WPUSD District Office – Go To Meeting Conference call with Board Members not on site.**
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Kerry Callahan, Deputy Superintendent of Educational Services
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
 - 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477
 - 3.3 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release –
 - a. Employee Employment/Discipline/Dismissal/Release Employee #CL19/20.4
Roll call vote:

Regular Meeting of the Board of Trustees

June 25, 2020

Agenda

Open Session

Please join the meeting: Dial in using your phone United States +1(872) 240-3212 using
Access Code: 461-482-613

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

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

6:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE –

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

4.1 Page 11- CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

4.2 Page 12 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

4.3 Page 13 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release -

a. Employee Employment/Discipline/Dismissal/Release Employee #CL19/20.4

5. Page 15-149 - CONSENT AGENDA

NOTICE TO THE PUBLIC

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

5.1 Certificated Personnel Report

5.2 Classified Personnel Report

5.3 Approval of Warrants

5.4 Ratification of Contract with Advanced IPM and Western Placer Unified School District

5.5 Ratification of Contract with TNT Fireworks and Lincoln High School

Regular Meeting of the Board of Trustees

June 25, 2020

Agenda

- 5.6 Ratification of Contract with Phantom Fireworks and Western Placer Unified School District – Lincoln High School
- 5.7 Ratification of Contract with Placer County Office of Education and Western Placer Unified School District
- 5.8 Ratification of Contract with PG&E and Western Placer Unified School District – Sheridan Elementary School
- 5.9 Approve Contract Between Renaissance Learning and WPUSD/Foskett Ranch Elementary School
- 5.10 Approve Resolution #19/20.34 – Designation of Applicants Agent Resolution for Non-State Agencies
- 5.11 Fun Run (APEX) for Carlin C Coppin Elementary
- 5.12 Approval of 2020-2021 Contract with Document Tracking Services
- 5.13 Approval of 2020-2021 Contract with Wellness Together, Inc.
- 5.14 Approval of 2020-2021 Contract with Cyber High
- 5.15 Ratification of Revised Memorandum of Understanding between the Western Placer Teachers’ Association and Western Placer Unified School District
- 5.16 Ratification of Memorandum of Understanding between Davis Joint Unified School District and Western Placer Unified School District
- 5.17 Ratification of Acknowledgement between Kingsley Bogard LLC and the Western Placer Unified School
- 5.18 Ratification of Memorandum of Understanding between Placer County Office of Education and Western Placer Unified School District
- 5.19 Ratification of Agreement with Cabrillo Unified School District and Western Placer Unified School District – Food Services
- 5.20 Ratification of Proposal for Installation and Configuration of Access Control System at Scott Leaman Elementary School from Ojo Technology
- 5.21 Donation Acknowledgement Letter for Rotary Club of Lincoln

Roll call vote:

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

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

6. PUBLIC HEARING

6.1 **Page 152 - Public Hearing on 2020-21 Western Placer Unified School District Proposed Budget**

Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall hold a public hearing on the budget to be adopted for the subsequent fiscal year. At this hearing, the Board will take testimony from the public.

7. COMMUNICATION FROM THE PUBLIC

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

Regular Meeting of the Board of Trustees

June 25, 2020

Agenda

8. REPORTS & COMMUNICATION

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

9. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION

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

9.1 Information/ Page 155 – APPOINTMENT OF HORIZON CHARTER SCHOOL
Discussion / **BOARD MEMBER– Leaman** (19-20 G & O Component I, II, III, IV, V)
Action

9.2 Action Page 156 – COVID-19 OPERATIONS WRITTEN REPORT–
Callahan (19-20 G & O Component I, II, III, IV, V)

9.3 Action Page 161 – APPROVE RESOLUTION #19/20.35 – THE
EDUCATION PROTECTION ACCOUNT AND SPENDING PLAN
FOR 2020-21– Kilpatrick (19-20 G & O Component I, II, III, IV, V)
Roll call vote:

9.4 Action Page 165 – 2020-21 WESTERN PLACER UNIFIED SCHOOL
DISTRICT ADOPTED BUDGET – Kilpatrick (19-20 G & O Component I, II, III, IV, V)

9.5 Information/ Page 326 – 2020-21 SCHOOL YEAR PROGRAM UPDATE – Leaman
Discussion (19-20 G & O Component I, II, III, IV, V)

9.6 Action Page 332 – ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/
REGULATIONS – Leaman (19-20 G & O Component I, II, III, IV, V)
• The District Policy Committee and Management Team have reviewed the following new and revised policies/regulations/exhibits as per CSBA. They are now being presented for adoption by the Board of Trustees.

- AR 0420.4 – Charter School Authorization

10. BOARD OF TRUSTEES

10.1 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

Regular Meeting of the Board of Trustees

June 25, 2020

Agenda

10.2 BOARD MEMBER REPORTS/COMMENTS

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **August 4, 2020** 6:00 P.M., Regular Meeting of the Board of Trustees – Go-To - Meeting
- **August 18, 2020** 6:00 P.M., Regular Meeting of the Board of Trustees – Go-To -Meeting

12. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

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

Western Placer Unified School District

CLOSED SESSION AGENDA

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

Date: Thursday, June 25, 2020

Time: 5:00 P.M.

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

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of
Educational Services
Gabe Simon, Assistant Superintendent
of Personnel Services
Audrey Kilpatrick, Assistant Superintendent
Business and Operations

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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

DISTRICT GLOBAL GOALS

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:
CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in
Closed Session

REQUESTED BY:
Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of
Educational Services

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 25, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF 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:

Public Employee Employment/Discipline/Dismissal/
Release: Employee #CL 19/20.4

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

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

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

Yes (Closed Session)

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Employee #CL 19/20.4 Employment/Discipline/Dismissal/Release

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Employee #CL 19/20.4 Employment/Discipline/Dismissal/Release.

CONSENT

AGENDA

ITEMS

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

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

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:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabriel Simon *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

June 25, 2020

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. Name: Megan Atkins
Position: District Psychologist
FTE: 1.0 FTE
Effective: August 5, 2020
Site: Scott M Leaman Elementary School 60%/Foskett Ranch Elementary School 40%
2. Name: Savannah Buchman
Position: Temporary 3rd Grade Teacher
FTE: 1.0 FTE
Effective: July 1, 2020
Site: Carlin C Coppin Elementary School
3. Name: Emily Turnbull
Position: Speech and Language Pathologist
FTE: 1.0 FTE
Effective: August 14, 2020
Site: Glen Edwards Middle School
4. Name: Jonathan Wallace
Position: RSP Teacher
FTE: 1.0 FTE
Effective: August 14, 2020
Site: Twelve Bridges Middle School
5. Name: Lori Wilder
Position: Speech and Language Pathologist
FTE: .8 FTE
Effective: August 14, 2020
Site: Annex: Early Childhood Assessment Team
6. Name: Mikaela Zimmerman
Position: Temporary High School Counselor
FTE: .8 FTE
Effective: August 14, 2020
Site: Phoenix High School

RESIGNATIONS: None

CHANGE:

1. Name: Kelly Castillo
Position: 4th Grade Teacher
FTE: 1.0 FTE
Effective: Effective July 1, 2020
Site: Creekside Oaks Elementary School

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

June 25, 2020

CERTIFICATED/MANAGEMENT- CONTINUED

CHANGE CONTINUED:

1. Name: Mark Rodriguez
Position: 4th – 5th Grade Combination Teacher
FTE: 1.0 FTE
Effective: Effective July 1, 2020
Site: First Street Elementary School

RETIREMENTS:

1. Name: Lori Reitman
Position: Social Science Teacher
FTE: 1.0 FTE
Effective: Effective June 6, 2020
Site: Glen Edwards Middle School

TRANSFERS/PROMOTIONS: None

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

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

DISTRICT GLOBAL GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
2. Foster a safe, caring environment where individual differences are 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:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

June 25, 2020

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Jennifer Hancock
Position: School Secretary I
FTE: 8.0 hours
Days: 11 Months
Effective: June 17, 2020
Site: Creekside Oaks Elementary

REHIRE: None

TRANSFER/PROMOTIONS:

1. Name: Santiago Hernandez
Position: Maintenance Custodian
FTE: 8.0 hours
Days: 12 Months
Effective: July 1, 2020
Site: Scott M. Leaman Elementary School
2. Name: Barbara Green
Position: Personnel Accounting Technician
FTE: 8.0 hours
Days: 12 Months
Effective: July 1, 2020
Site: District Office

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave):

1. Name: Casey Milovanovich
Position: Behavior Analyst
FTE: 8.0 hours
Effective: August 22, 2020
Site: District Office

RESIGNATIONS:

1. Name: Danielle Edwards
Position: Food Service Assistant
Effective: June 5, 2020
Site: Twelve Bridges Middle School
2. Name: Jennifer Rustad
Position: Paraprofessional Aide
Effective: June 5, 2020
Site: Lincoln High School

RETIREMENTS: None

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

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

DISTRICT GLOBAL GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
2. Foster a safe, caring environment where individual differences are 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 Warrants

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:
Warrants may be found at
www.wpusd.org

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 25, 2020

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the June 2, 2020 board meeting.

RECOMMENDATION:

Administration recommends the Board of Trustees take action to approve warrants as submitted.

Checks Dated 06/16/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85749203	06/16/2020	AT&T BUSINESS SERVICE	01-5560		94.36
85749204	06/16/2020	AUBURN TROPHIES	01-4300		907.58
85749205	06/16/2020	BORDERLAN SECURITY	01-4300		28.00
85749206	06/16/2020	CDW GOVERNMENT INC	01-4300	9,685.28	
			01-4400	7,363.44	17,048.72
85749207	06/16/2020	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		47.50
85749208	06/16/2020	EMILY TURNBULL	01-5800		12,682.50
85749209	06/16/2020	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		132.60
85749210	06/16/2020	KYOCERA	01-4300	3.81	
			01-5600	1.27	5.08
85749211	06/16/2020	LEARNING SOLUTIONS INC	01-5800		1,915.20
85749212	06/16/2020	LOZANO SMITH LLP	01-5810		1,339.50
85749213	06/16/2020	PACIFIC GAS & ELECTRIC CO	01-5510	7,547.51	
			01-5530	215.83	7,763.34
85749214	06/16/2020	PLACER COUNTY TREASURER TAX COLLECTOR	01-5800		30,848.36
85749215	06/16/2020	SANDRA ANN STEURER	01-5800		2,240.00
85749216	06/16/2020	SCHOOL FACILITY CONSULTANTS	25-5800		1,707.50
85749217	06/16/2020	SIERRA OFFICE SUPPLIES &	25-4300		111.08
85749218	06/16/2020	WAVE	01-5560	1,094.87	
			01-5903	2,255.06	3,349.93
85749219	06/16/2020	Angie Anderson	01-8675		82.44
85749220	06/16/2020	Araceli Cortez-Gomez	01-8675		164.88
85749221	06/16/2020	Chelsea Midel	01-8675		82.44
85749222	06/16/2020	Claire Eberhardt	01-8675		329.76
85749223	06/16/2020	Dawn Evans	01-8675		82.44
85749224	06/16/2020	Jennifer Maul	01-8675		82.44
85749225	06/16/2020	Julia Driggs	01-8675		74.95
85749226	06/16/2020	Julie Wiswell	01-8675		82.44
85749227	06/16/2020	Karen Penman	01-8675		82.44
85749228	06/16/2020	Patricia Foley	01-8675		82.44
85749229	06/16/2020	Tera Ireland	01-8675		82.44
85749230	06/16/2020	Tracey Lillie	01-8675		164.88
85749231	06/16/2020	Valeria Keylock	01-8675		164.88
85749232	06/16/2020	Veronica Macias	01-8675		82.44
85749233	06/16/2020	Wade Simons	01-8675		82.44
85749234	06/16/2020	AIR CONTROL SERVICES, INC.	13-5600		445.80
85749235	06/16/2020	GOLD STAR FOODS, INC	13-4710		2,110.36
85749236	06/16/2020	WEST COAST PAPER COMPANY	13-4380		45.69
85749237	06/16/2020	Anna Slepova	13-8634		47.25
85749238	06/16/2020	Cheryl Westover	13-8634		102.50
85749239	06/16/2020	Cyndi Lam	13-8634		99.40
85749240	06/16/2020	Daniela Hernandez	13-8634		31.75
85749241	06/16/2020	Edward Polkenhorn	13-8634		11.00
85749242	06/16/2020	Elena Dianova	13-8634		16.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ~~CONFIDENTIAL~~

Page 1 of 4

Checks Dated 06/16/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85749243	06/16/2020	Evangel Garcia	13-8634		92.75
85749244	06/16/2020	Fabian Hernandez	13-8634		20.25
85749245	06/16/2020	Heather Lowry	13-8634		14.50
85749246	06/16/2020	Jennifer Miner	13-8634		77.50
85749247	06/16/2020	Jill Williams	13-8634		157.00
85749248	06/16/2020	Jodie Daugherty	13-8634		4.75
85749249	06/16/2020	Keley Torres	13-8634		22.25
85749250	06/16/2020	Kelly Garrett	13-8634		13.25
85749251	06/16/2020	Kiley Potter	13-8634		33.75
85749252	06/16/2020	Kimberly Vinci	13-8634		40.00
85749253	06/16/2020	Mayela Martinez	13-8634		36.75
85749254	06/16/2020	Michelle Maydwell	13-8634		39.95
85749255	06/16/2020	Randolph Camba	13-8634		49.50
85749256	06/16/2020	Ryan Gantenbein	13-8634		54.25
85749257	06/16/2020	Scott Scarbrough	13-8634		45.00
85749258	06/16/2020	Sherwin Martinez	13-8634		120.20
85749259	06/16/2020	Stephanie Hammer	13-8634		41.00
85749260	06/16/2020	Steven Kuhse Jr.	13-8634		65.50
85749261	06/16/2020	Will Gray	13-8634		18.00
85749262	06/16/2020	Adams, Shelly E	01-4300		42.99
85749263	06/16/2020	Hess, Barret B	01-4300		267.05
85749264	06/16/2020	ADORAMA INC	01-4300		542.42
85749265	06/16/2020	BURKETT'S OFFICE	01-4300		246.68
85749266	06/16/2020	DIRECT PRESS 2	01-4300		1,117.05
85749267	06/16/2020	LOWE'S	01-4300		137.04
85749268	06/16/2020	PROJECT LEAD THE WAY INC	01-5200		2,400.00
85749269	06/16/2020	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
85749270	06/16/2020	WALKER'S OFFICE SUPPLIES	01-4300		324.23
85749271	06/16/2020	Cress, Amy L	01-4300		64.48
85749272	06/16/2020	Edwards, Marilou B	01-5200		204.99
85749273	06/16/2020	Gruber, Tracy G	01-4300		20.91
85749274	06/16/2020	Hill, David L	01-5200		284.89
85749275	06/16/2020	Martinez, Rhonda L	01-4300		90.07
85749276	06/16/2020	ADVANCED INTEGRATED PEST	01-5800		1,226.00
85749277	06/16/2020	AT&T	01-5560		3,425.31
85749278	06/16/2020	AT&T BUSINESS SERVICE	01-5560		67.86
85749279	06/16/2020	BANK OF AMERICA #4333	01-4300		2,104.11
85749280	06/16/2020	BEAR RIVER SUPPLY INC	01-4300		294.06
85749281	06/16/2020	BETH'S CONSTRUCTION, INC.	21-5800		24,650.00
85749282	06/16/2020	CDW GOVERNMENT INC	01-4300		89.80
85749283	06/16/2020	CITY OF LINCOLN - ALARM PRGM LINCOLN POLICE DEPARTMENT	01-5800		20.00
85749284	06/16/2020	CROWE LLP	01-5811	22,360.00	
			21-5811	3,200.00	25,560.00
85749285	06/16/2020	DAWSON OIL COMPANY	01-4345		3,533.02

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 

Page 2 of 4

Checks Dated 06/16/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85749286	06/16/2020	EATON INTERPRETING SVCS INC	01-5800		13,624.00
85749287	06/16/2020	ECONOMIC & PLANNING SYS. INC.	49-5800		2,400.00
85749288	06/16/2020	FLINT BUILDERS, INC.	21-6200		3,185,185.00
85749289	06/16/2020	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		109.52
85749290	06/16/2020	GRAINGER	01-4300		4,111.97
85749291	06/16/2020	HILLYARD / SACRAMENTO	01-4300		667.06
85749292	06/16/2020	HORIZON	01-4300	126.11	
			21-4400	2,327.40	2,453.51
85749293	06/16/2020	JABBERGYM INC.	01-5800		6,080.00
85749294	06/16/2020	JOHN A. MILLEN	21-6290		9,920.00
85749295	06/16/2020	KINGSLEY BOGARD THOMPSON LLP	01-5810		1,866.19
85749296	06/16/2020	L & H AIRCO	01-5600		243.60
85749297	06/16/2020	LANDMARK CONSTRUCTION	21-6200		1,046,447.41
85749298	06/16/2020	MAGDALENA STEPIEN	01-5800		840.00
85749299	06/16/2020	PACIFIC GAS & ELECTRIC CO	01-5510	5,227.81	
			01-5530	156.15	5,383.96
85749300	06/16/2020	PITNEY BOWES INC	01-5600		2,187.27
85749301	06/16/2020	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		285.93
85749302	06/16/2020	ROEBBELEN CONTRACTING INC	21-6270		1,403,532.20
85749303	06/16/2020	SANDRA ANN STEURER	01-5800		560.00
85749304	06/16/2020	SCHOOL STEPS, INC.	01-5800		21,328.13
85749305	06/16/2020	SHARP ARCHITECTURE, INC.	21-5800		5,480.00
85749306	06/16/2020	SIERRA OFFICE SUPPLIES &	01-4300		1,385.84
85749307	06/16/2020	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		22,120.00
85749308	06/16/2020	UNIFIRST CORPORATION	01-5800		40.10
85749309	06/16/2020	US BANK BUSINESS EQUIPMENT	01-5600		1,936.76
85749310	06/16/2020	WALTER MAY	21-6290		5,920.00
85749311	06/16/2020	WESTERN PLACER WASTE MGT AUTH ACCOUNTING DIVISION WPWMA	01-5540		8.00
85749312	06/16/2020	Cyndi Frelly	01-8675		82.44
85749313	06/16/2020	Tracey Lagge	01-8675		247.32
Total Number of Checks			111		5,897,095.07

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	73	202,358.58
13	Cafeteria Fund	28	3,855.90
21	Building Fund #1	9	5,686,662.01
25	Capital Facilities Fund	2	1,818.58
49	Mello Roos Capital Projects	1	2,400.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE CONTINUE

Checks Dated 06/16/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
		Total Number of Checks	111	5,897,095.07	
		Less Unpaid Tax Liability		.00	
		Net (Check Amount)		5,897,095.07	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE
Page 4 of 4

Checks Dated 06/08/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85748367	06/08/2020	AMY GRANT	01-8699		17.00
85748368	06/08/2020	ANA RODRIGUEZ	01-8699		17.00
85748369	06/08/2020	ARDALAN GANJOUEE	01-8699		17.00
85748370	06/08/2020	AUDREY JONES	01-8699		17.00
85748371	06/08/2020	AUGUSTINA CATALAN	01-8699		17.00
85748372	06/08/2020	BILLIE JOHNSON	01-8699		17.00
85748373	06/08/2020	CARL GRANDIN	01-8699		17.00
85748374	06/08/2020	CECI VENTLING	01-8699		17.00
85748375	06/08/2020	CHRISSEY MICHAEL	01-8699		17.00
85748376	06/08/2020	CHRISSEY WHITE	01-8699		17.00
85748377	06/08/2020	CHRISTA KINSMAN	01-8699		17.00
85748378	06/08/2020	CLAIRE EBERHARDT	01-8699		17.00
85748379	06/08/2020	CLAUDIA SANTILLAN	01-8699		17.00
85748380	06/08/2020	DANIEL AMBRIZ	01-8699		17.00
85748381	06/08/2020	DAVID CORTER	01-8699		17.00
85748382	06/08/2020	DENISE CLARY	01-8699		17.00
85748383	06/08/2020	DESIRAE MONROE	01-8699		17.00
85748384	06/08/2020	ERIC COX	01-8699		17.00
85748385	06/08/2020	FARRAH PHILLIPS	01-8699		17.00
85748386	06/08/2020	JESSICA ROGERS	01-8699		17.00
85748387	06/08/2020	JOHNNY BANKS	01-8699		17.00
85748388	06/08/2020	JOSEPHINE SENUCA	01-8699		17.00
85748389	06/08/2020	JUDY ESCAMILLA	01-8699		17.00
85748390	06/08/2020	KIM YARINGTON	01-8699		17.00
85748391	06/08/2020	KIMBERLY YARINGTON	01-8699		17.00
85748392	06/08/2020	LAUREN PHILLIPS	01-8699		17.00
85748393	06/08/2020	LISA CORDELL	01-8699		17.00
85748394	06/08/2020	LUCIA JAIMES	01-8699		17.00
85748395	06/08/2020	MARIA CASANEDA	01-8699		17.00
85748396	06/08/2020	MARIA CORONA	01-8699		17.00
85748397	06/08/2020	MEGAN CRAWLEY	01-8699		17.00
85748398	06/08/2020	MICHAEL THOMAS	01-8699		17.00
85748399	06/08/2020	MITCHELL MENARD	01-8699		17.00
85748400	06/08/2020	NATALY SOLIS	01-8699		17.00
85748401	06/08/2020	PORCHE DARBY	01-8699		17.00
85748402	06/08/2020	RACHEL CARDOZA	01-8699		17.00
85748403	06/08/2020	RHONDA WOLF	01-8699		17.00
85748404	06/08/2020	TERRA USHER	01-8699		17.00
85748405	06/08/2020	TIFANI MORGAN	01-8699		17.00
85748406	06/08/2020	TIMOTHY CHRISTY	01-8699		17.00
85748407	06/08/2020	TIMOTHY LILLIE	01-8699		17.00
85748408	06/08/2020	VERONICA ROJAS	01-8699		17.00
85748409	06/08/2020	WADE WOODALL	01-8699		17.00
85748410	06/08/2020	Cubias, Reynaldo A	01-4300		32.16
85748411	06/08/2020	Hladun, Jennifer C	01-4300		70.20

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ~~CONFIDENTIAL~~

Page 1 of 2

Checks Dated 06/08/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85748412	06/08/2020	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		428.99
85748413	06/08/2020	CDW GOVERNMENT INC	01-4300		104.73
85748414	06/08/2020	SOTER TECHNOLOGIES	01-5800		1,500.00
85748415	06/08/2020	SARAH PISTER	01-8699		17.00
Total Number of Checks			49		<u>2,884.08</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	49	2,884.08
Total Number of Checks		49	2,884.08
Less Unpaid Tax Liability			.00
Net (Check Amount)			<u>2,884.08</u>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE  Page 2 of 2

Checks Dated 06/08/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85748367	06/08/2020	AMY GRANT	01-8699		17.00
85748368	06/08/2020	ANA RODRIGUEZ	01-8699		17.00
85748369	06/08/2020	ARDALAN GANJOUEE	01-8699		17.00
85748370	06/08/2020	AUDREY JONES	01-8699		17.00
85748371	06/08/2020	AUGUSTINA CATALAN	01-8699		17.00
85748372	06/08/2020	BILLIE JOHNSON	01-8699		17.00
85748373	06/08/2020	CARL GRANDIN	01-8699		17.00
85748374	06/08/2020	CECI VENTLING	01-8699		17.00
85748375	06/08/2020	CHRISSEY MICHAEL	01-8699		17.00
85748376	06/08/2020	CHRISSEY WHITE	01-8699		17.00
85748377	06/08/2020	CHRISTA KINSMAN	01-8699		17.00
85748378	06/08/2020	CLAIRE EBERHARDT	01-8699		17.00
85748379	06/08/2020	CLAUDIA SANTILLAN	01-8699		17.00
85748380	06/08/2020	DANIEL AMBRIZ	01-8699		17.00
85748381	06/08/2020	DAVID CORTER	01-8699		17.00
85748382	06/08/2020	DENISE CLARY	01-8699		17.00
85748383	06/08/2020	DESIRAE MONROE	01-8699		17.00
85748384	06/08/2020	ERIC COX	01-8699		17.00
85748385	06/08/2020	FARRAH PHILLIPS	01-8699		17.00
85748386	06/08/2020	JESSICA ROGERS	01-8699		17.00
85748387	06/08/2020	JOHNNY BANKS	01-8699		17.00
85748388	06/08/2020	JOSEPHINE SENUCA	01-8699		17.00
85748389	06/08/2020	JUDY ESCAMILLA	01-8699		17.00
85748390	06/08/2020	KIM YARINGTON	01-8699		17.00
85748391	06/08/2020	KIMBERLY YARINGTON	01-8699		17.00
85748392	06/08/2020	LAUREN PHILLIPS	01-8699		17.00
85748393	06/08/2020	LISA CORDELL	01-8699		17.00
85748394	06/08/2020	LUCIA JAIMES	01-8699		17.00
85748395	06/08/2020	MARIA CASANEDA	01-8699		17.00
85748396	06/08/2020	MARIA CORONA	01-8699		17.00
85748397	06/08/2020	MEGAN CRAWLEY	01-8699		17.00
85748398	06/08/2020	MICHAEL THOMAS	01-8699		17.00
85748399	06/08/2020	MITCHELL MENARD	01-8699		17.00
85748400	06/08/2020	NATALY SOLIS	01-8699		17.00
85748401	06/08/2020	PORCHE DARBY	01-8699		17.00
85748402	06/08/2020	RACHEL CARDOZA	01-8699		17.00
85748403	06/08/2020	RHONDA WOLF	01-8699		17.00
85748404	06/08/2020	TERRA USHER	01-8699		17.00
85748405	06/08/2020	TIFANI MORGAN	01-8699		17.00
85748406	06/08/2020	TIMOTHY CHRISTY	01-8699		17.00
85748407	06/08/2020	TIMOTHY LILLIE	01-8699		17.00
85748408	06/08/2020	VERONICA ROJAS	01-8699		17.00
85748409	06/08/2020	WADE WOODALL	01-8699		17.00
85748410	06/08/2020	Cubias, Reynaldo A	01-4300		32.16
85748411	06/08/2020	Hladun, Jennifer C	01-4300		70.20

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ~~CONFIDENTIAL~~

Page 1 of 2

Checks Dated 06/08/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85748412	06/08/2020	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		428.99
85748413	06/08/2020	CDW GOVERNMENT INC	01-4300		104.73
85748414	06/08/2020	SOTER TECHNOLOGIES	01-5800		1,500.00
85748415	06/08/2020	SARAH PISTER	01-8699		17.00
Total Number of Checks			49		2,884.08

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	49	2,884.08
	Total Number of Checks	49	2,884.08
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		2,884.08

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 

Checks Dated 06/03/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85747170	06/03/2020	Tanya Spuehler	13-8634		50.00
85747171	06/03/2020	Edwards, Marilou B	01-4300		1,015.48
85747172	06/03/2020	Hill, David L	01-5200		330.05
85747173	06/03/2020	BUREAU OF EDUCATION & RESEARCH	01-5200		279.00
85747174	06/03/2020	CITRUS HEIGHTS SAW & MOWER	01-4365		206.22
85747175	06/03/2020	J.W. PEPPER & SON INC	01-4100		275.75
85747176	06/03/2020	LOWE'S	01-4300		152.81
85747177	06/03/2020	PACIFIC GAS & ELECTRIC CO	01-5530		.54
85747178	06/03/2020	Schools Insurance Group	76-9558		724,960.35
85747179	06/03/2020	SIEMENS INDUSTRY INC	01-5800		33,340.00
85747180	06/03/2020	SIERRA BUILDING SYSTEMS INC	01-5600		737.50
85747181	06/03/2020	SITEONE LANDSCAPE SUPPLY	01-4300		2.69
85747182	06/03/2020	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		19,695.50
85747183	06/03/2020	UNIFIRST CORPORATION	01-5800		40.10
85747184	06/03/2020	VIKING SHRED LLC	01-5800		61.99
85747185	06/03/2020	Daniel Castaneda	01-8675		164.88
85747186	06/03/2020	Darlene Wenger	01-8675		82.44
85747187	06/03/2020	Margie Burrichter	01-8675		82.44
85747188	06/03/2020	Michelle Williams	01-8675		164.88
85747189	06/03/2020	Ramon Castaneda	01-8675		82.44
85747190	06/03/2020	AFIA SNEEF	01-8699		20.00
85747191	06/03/2020	ALAYNA LY	01-8699		20.00
85747192	06/03/2020	ALEJANDRA CROCKETT	01-8699		20.00
85747193	06/03/2020	ALEXANDRA MCKINNEY-STILLMAN	01-8699		20.00
85747194	06/03/2020	ALLISON HOPKINS	01-8699		20.00
85747195	06/03/2020	AMANDA CHRISTINE AUSTIN	01-8699		20.00
85747196	06/03/2020	AMANDA GANT	01-8699		20.00
85747197	06/03/2020	AMANDA PLUMMER	01-8699		20.00
85747198	06/03/2020	AMY HAMILTON	01-8699		20.00
85747199	06/03/2020	ANDREA GIBSON	01-8699		20.00
85747200	06/03/2020	ANDREA HARDMAN	01-8699		20.00
85747201	06/03/2020	APRIL SHOUSE	01-8699		20.00
85747202	06/03/2020	AREVALO LORIMEL	01-8699		20.00
85747203	06/03/2020	BRITTNEY SALAZAR	01-8699		20.00
85747204	06/03/2020	CARLA ZULOAGA	01-8699		20.00
85747205	06/03/2020	CARRIE NOORI	01-8699		20.00
85747206	06/03/2020	CHARLOTTE CASILLAS	01-8699		20.00
85747207	06/03/2020	CLINT MATTOON	01-8699		20.00
85747208	06/03/2020	COLLEEN GONZALES	01-8699		20.00
85747209	06/03/2020	COURTNEY HARBMAN	01-8699		20.00
85747210	06/03/2020	CRISTINA RODRIGUEZ	01-8699		20.00
85747211	06/03/2020	CRYSTAL SIMPSON	01-8699		20.00
85747212	06/03/2020	DANIELLE A. SELLERS	01-8699		20.00
85747213	06/03/2020	DANIN THACH	01-8699		20.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 1 of 10

Checks Dated 06/03/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85747214	06/03/2020	DEANNA LANE	01-8699		20.00
85747215	06/03/2020	DENISE MARIE GREGORY	01-8699		20.00
85747216	06/03/2020	DIEM SATZ	01-8699		20.00
85747217	06/03/2020	DRINA BLACK	01-8699		20.00
85747218	06/03/2020	ELFIA MAGHAMIL	01-8699		20.00
85747219	06/03/2020	ENJOLI ENRIQUEZ	01-8699		20.00
85747220	06/03/2020	ERICA SMITH	01-8699		20.00
85747221	06/03/2020	ERIKA PLACENCIA	01-8699		20.00
85747222	06/03/2020	GENESEE SHANTEL RUBIO	01-8699		20.00
85747223	06/03/2020	GLORIA BETZ	01-8699		20.00
85747224	06/03/2020	GWEN WITTE	01-8699		20.00
85747225	06/03/2020	HEATHER BARBERA	01-8699		20.00
85747226	06/03/2020	HIBA AWWAD	01-8699		20.00
85747227	06/03/2020	HNU XIONG	01-8699		20.00
85747228	06/03/2020	IMAN NASR	01-8699		20.00
85747229	06/03/2020	IMAN NASR	01-8699		20.00
85747230	06/03/2020	JACLYN NICOLE MONREAL	01-8699		20.00
85747231	06/03/2020	JACQUE MITCHELL-CARVEIRO	01-8699		20.00
85747232	06/03/2020	JAMIE MARIE RYAN	01-8699		20.00
85747233	06/03/2020	JASON HACKNEY	01-8699		20.00
85747234	06/03/2020	JAYDEE ELLA DELUCA	01-8699		20.00
85747235	06/03/2020	JENNIFER BEAN	01-8699		20.00
85747236	06/03/2020	JENNIFER ELISE KRAINTZ	01-8699		20.00
85747237	06/03/2020	JENNIFER FRICK	01-8699		20.00
85747238	06/03/2020	JENNIFER HOWE	01-8699		20.00
85747239	06/03/2020	JENNIFER LEATHERMAN	01-8699		20.00
85747240	06/03/2020	JENNIFER SMITH	01-8699		20.00
85747241	06/03/2020	JERRY STEVEN JOHNSON	01-8699		20.00
85747242	06/03/2020	JESSICA VAN LEUVEN	01-8699		20.00
85747243	06/03/2020	JOAN CUBIAS	01-8699		20.00
85747244	06/03/2020	JUAN CARLOS RESENDIZ	01-8699		20.00
85747245	06/03/2020	JULE AMBER RIZZARDO	01-8699		20.00
85747246	06/03/2020	JULIA FAE VAN HORNE	01-8699		20.00
85747247	06/03/2020	JULL HANMER	01-8699		20.00
85747248	06/03/2020	JUSTIN BRIDGES	01-8699		20.00
85747249	06/03/2020	KARI LYNN STACY	01-8699		20.00
85747250	06/03/2020	KATHRYN STARBUCK	01-8699		20.00
85747251	06/03/2020	KATY MEURER	01-8699		20.00
85747252	06/03/2020	KELLY GRAVES	01-8699		20.00
85747253	06/03/2020	KENDRA FLOOD	01-8699		20.00
85747254	06/03/2020	KIM SMITH	01-8699		20.00
85747255	06/03/2020	KIMBERLEE BROWN	01-8699		20.00
85747256	06/03/2020	KIMBERLY C. MURPHY	01-8699		10.00
85747257	06/03/2020	KRISTEN MANZANO	01-8699		20.00
85747258	06/03/2020	KRISTIN HOWELL	01-8699		20.00
85747259	06/03/2020	KRISTINA MICHELLE KAPITULA	01-8699		20.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ~~NON-IMP~~

Page 2 of 10

Checks Dated 06/03/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85747260	06/03/2020	KRISTY NORWOOD	01-8699		20.00
85747261	06/03/2020	LAURA KLEEB	01-8699		20.00
85747262	06/03/2020	LAURA SALDANA	01-8699		20.00
85747263	06/03/2020	LAURIE DELEON	01-8699		20.00
85747264	06/03/2020	LENICE MILLER	01-8699		20.00
85747265	06/03/2020	LINDA GREEN	01-8699		20.00
85747266	06/03/2020	LINDA GREEN	01-8699		20.00
85747267	06/03/2020	LINDA STOLL	01-8699		20.00
85747268	06/03/2020	LISA LEFTWICH	01-8699		20.00
85747269	06/03/2020	LISA ROMERO	01-8699		20.00
85747270	06/03/2020	LORI ANN DEVRIES	01-8699		20.00
85747271	06/03/2020	LORI RAFTERY	01-8699		20.00
85747272	06/03/2020	LOVEJIT EDMONDSON	01-8699		20.00
85747273	06/03/2020	MA MILAGROS JIMENEZ	01-8699		20.00
85747274	06/03/2020	MARIA RIVERA	01-8699		20.00
85747275	06/03/2020	MARIAM BAXLEY	01-8699		20.00
85747276	06/03/2020	MARIANNE BRUDNO	01-8699		20.00
85747277	06/03/2020	MEREDITH MAHONEY	01-8699		20.00
85747278	06/03/2020	MICHELLE DONAHO	01-8699		20.00
85747279	06/03/2020	MICHELLE PROCISSI	01-8699		20.00
85747280	06/03/2020	MIHAELA SMITH	01-8699		20.00
85747281	06/03/2020	MOLLIE HOWELL	01-8699		20.00
85747282	06/03/2020	MONALIZA RACELA	01-8699		20.00
85747283	06/03/2020	NADEZHDA GRITSYUK	01-8699		20.00
85747284	06/03/2020	NICOLE BELLEFEUILLE	01-8699		20.00
85747285	06/03/2020	NICOLE LEETH	01-8699		20.00
85747286	06/03/2020	NIKKI LEITAKER	01-8699		20.00
85747287	06/03/2020	OLGA UVAROV	01-8699		20.00
85747288	06/03/2020	PETER MELICK	01-8699		20.00
85747289	06/03/2020	RENEE BERNER	01-8699		20.00
85747290	06/03/2020	RENEE PERRY	01-8699		20.00
85747291	06/03/2020	RHEDELYN SABALLA KENERY	01-8699		20.00
85747292	06/03/2020	RONALD CARPENTER	01-8699		20.00
85747293	06/03/2020	ROYA KRISTINE PIERCE	01-8699		20.00
85747294	06/03/2020	SAI JAI POORSINA	01-8699		20.00
85747295	06/03/2020	SAMANTHA JENKINS	01-8699		20.00
85747296	06/03/2020	SAMANTHA ZOLINA	01-8699		20.00
85747297	06/03/2020	SARAH BARTLETT	01-8699		20.00
85747298	06/03/2020	SASHA MACNAUGHTON CARTER	01-8699		20.00
85747299	06/03/2020	SHANNON E. HARGIS	01-8699		20.00
85747300	06/03/2020	SHANNON VESTESEN	01-8699		20.00
85747301	06/03/2020	SHARON BARLEY	01-8699		20.00
85747302	06/03/2020	SILVIA DIAZ	01-8699		20.00
85747303	06/03/2020	SOMER RODDEN	01-8699		20.00
85747304	06/03/2020	SOOK BUNTON	01-8699		20.00
85747305	06/03/2020	SQUAD MAADARANI	01-8699		20.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

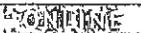
ESCAPE ESCAPE

Page 3 of 10

Checks Dated 06/03/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85747306	06/03/2020	SURJIT HAYER	01-8699		20.00
85747307	06/03/2020	TAMI MEJIA	01-8699		20.00
85747308	06/03/2020	TERESA FOGAL	01-8699		20.00
85747309	06/03/2020	TERESA FOGAL	01-8699		20.00
85747310	06/03/2020	TRACY DENNIS	01-8699		20.00
85747311	06/03/2020	TRICIA COOPER	01-8699		20.00
85747312	06/03/2020	VALENCIA DULCE MURATALLA	01-8699		20.00
85747313	06/03/2020	VALERIE SCOTT	01-8699		20.00
85747314	06/03/2020	VICTORIA LOPEZ	01-8699		20.00
85747315	06/03/2020	VICTORIA MATHEUS	01-8699		20.00
85747316	06/03/2020	VIRGINA STEELE	01-8699		20.00
85747317	06/03/2020	WHITNEY HOYBJERG	01-8699		20.00
85747318	06/03/2020	YI LEONG	01-8699		20.00
85747319	06/03/2020	YINELLA SMITH	01-8699		20.00
85747320	06/03/2020	ZHANNA AVDEYUK	01-8699		20.00
85747321	06/03/2020	AJENNA SMITH	01-8699		20.00
85747322	06/03/2020	ALBA JAIMES	01-8699		20.00
85747323	06/03/2020	ALEX FLOYD	01-8699		20.00
85747324	06/03/2020	AMANDA BIRDSEYE	01-8699		20.00
85747325	06/03/2020	AMANDA YOUNGERMAN	01-8699		20.00
85747326	06/03/2020	AMY CRABTREE	01-8699		20.00
85747327	06/03/2020	ANNIE BIAGI	01-8699		20.00
85747328	06/03/2020	ASHLEY GUILFOIL	01-8699		20.00
85747329	06/03/2020	BEATRIZ MENDOZA	01-8699		20.00
85747330	06/03/2020	BRIAR MAGNUSON	01-8699		20.00
85747331	06/03/2020	BRITTANY MARIE SWEET	01-8699		20.00
85747332	06/03/2020	CANDANCE PFARR	01-8699		20.00
85747333	06/03/2020	CHARLENE DELUCA	01-8699		20.00
85747334	06/03/2020	CHRISTINA ERICKSON	01-8699		20.00
85747335	06/03/2020	CHRISTINA WRIGHT	01-8699		20.00
85747336	06/03/2020	COREY STEWART	01-8699		20.00
85747337	06/03/2020	CORINNE AHEARN	01-8699		20.00
85747338	06/03/2020	DAN WISWELL	01-8699		20.00
85747339	06/03/2020	DOMINGO CARDOZO	01-8699		20.00
85747340	06/03/2020	ELIZABETH DE LA LUZ	01-8699		20.00
85747341	06/03/2020	ELLA BRIONEZ	01-8699		20.00
85747342	06/03/2020	ERENDIRA HUERTA	01-8699		20.00
85747343	06/03/2020	EVA CARRILLO	01-8699		20.00
85747344	06/03/2020	FALYNN VENEGAS	01-8699		20.00
85747345	06/03/2020	FLORINA MARTINEZ	01-8699		20.00
85747346	06/03/2020	FRANCINE WHITELEY	01-8699		20.00
85747347	06/03/2020	GINA SHORO	01-8699		20.00
85747348	06/03/2020	GINA SHORO	01-8699		20.00
85747349	06/03/2020	GINGER JAMES	01-8699		20.00
85747350	06/03/2020	GREGORIA NAZARIO	01-8699		20.00
85747351	06/03/2020	GURDEEP SINGH GILL	01-8699		20.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 

Page 4 of 10

Checks Dated 06/03/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85747352	06/03/2020	HALEY DAVIDSON	01-8699		20.00
85747353	06/03/2020	HALI DURAND	01-8699		20.00
85747354	06/03/2020	HEATHER GLAU	01-8699		20.00
85747355	06/03/2020	HOLLY BASER	01-8699		20.00
85747356	06/03/2020	HUGO MARTINEZ	01-8699		20.00
85747357	06/03/2020	JACLYN CORRALES	01-8699		20.00
85747358	06/03/2020	JADIRA RODRIGUEZ	01-8699		20.00
85747359	06/03/2020	JAIME KIRKPATRICK	01-8699		20.00
85747360	06/03/2020	JANEL URIBE	01-8699		20.00
85747361	06/03/2020	JEANETTE ANDERSON	01-8699		20.00
85747362	06/03/2020	JEANNE THOMPSON	01-8699		20.00
85747363	06/03/2020	JEANNETTE ARELLANO	01-8699		20.00
85747364	06/03/2020	JENELLE VAN ORMUM	01-8699		20.00
85747365	06/03/2020	JENNIFER TORINO	01-8699		20.00
85747366	06/03/2020	JENNIFER ZOLLNER	01-8699		20.00
85747367	06/03/2020	JESSICA HERNANDEZ	01-8699		20.00
85747368	06/03/2020	JESSICA MARTINEZ	01-8699		20.00
85747369	06/03/2020	JESSICA VILLA	01-8699		20.00
85747370	06/03/2020	JESSY BARKER	01-8699		20.00
85747371	06/03/2020	JIMMIE RAY HERN	01-8699		20.00
85747372	06/03/2020	JOSH HOWE	01-8699		20.00
85747373	06/03/2020	JOSH WOOD	01-8699		20.00
85747374	06/03/2020	JUANA LUCILA GUZMAN	01-8699		20.00
85747375	06/03/2020	JUANA MONOZ	01-8699		20.00
85747376	06/03/2020	JUANA NAZARIO	01-8699		20.00
85747377	06/03/2020	JULIO RUBO	01-8699		20.00
85747378	06/03/2020	KANDICE LOWE	01-8699		20.00
85747379	06/03/2020	KATIE RICHARDSON	01-8699		20.00
85747380	06/03/2020	KELBY SMITH	01-8699		20.00
85747381	06/03/2020	KIMBERLY SANDERS	01-8699		20.00
85747382	06/03/2020	KRISSY MEDINA	01-8699		20.00
85747383	06/03/2020	LAURA SANCHEZ	01-8699		20.00
85747384	06/03/2020	LETHA BELL	01-8699		20.00
85747385	06/03/2020	LISA RASMUSSEN	01-8699		20.00
85747386	06/03/2020	LORI DELAROSA	01-8699		20.00
85747387	06/03/2020	LORI WHITE	01-8699		20.00
85747388	06/03/2020	LUCILA VIRGEN	01-8699		20.00
85747389	06/03/2020	LYDIA ALVES	01-8699		20.00
85747390	06/03/2020	MAGDELENA VILLALVA	01-8699		20.00
85747391	06/03/2020	MANUELA JAIMES	01-8699		20.00
85747392	06/03/2020	MARIA ARMSTRONG	01-8699		20.00
85747393	06/03/2020	MARIA CARRILLO	01-8699		20.00
85747394	06/03/2020	MARIA DE LA CRUZ	01-8699		20.00
85747395	06/03/2020	MARIA EVA LOPEZ	01-8699		20.00
85747396	06/03/2020	MARIA GOMEZ	01-8699		20.00
85747397	06/03/2020	MARIA MARTINEZ	01-8699		20.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 

Page 5 of 10

Checks Dated 06/03/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85747398	06/03/2020	MARIA MENDOZA	01-8699		20.00
85747399	06/03/2020	MARIA ZEPEDA	01-8699		20.00
85747400	06/03/2020	MARJORIE LEGAULT	01-8699		20.00
85747401	06/03/2020	MELISSA CUDNEY	01-8699		20.00
85747402	06/03/2020	MELISSA KIRK	01-8699		20.00
85747403	06/03/2020	MELISSA LONG	01-8699		20.00
85747404	06/03/2020	MEREDITH MULLEN	01-8699		20.00
85747405	06/03/2020	MICHELLE OWEN	01-8699		20.00
85747406	06/03/2020	NICKI GARCIA	01-8699		20.00
85747407	06/03/2020	NICOLE BANCROFT	01-8699		20.00
85747408	06/03/2020	NICOLE SILVA	01-8699		20.00
85747409	06/03/2020	NICOLE WALZ	01-8699		20.00
85747410	06/03/2020	PAULA LOPEZ	01-8699		20.00
85747411	06/03/2020	REYNA MAURICIO	01-8699		20.00
85747412	06/03/2020	ROBIN MAGGARD	01-8699		20.00
85747413	06/03/2020	ROCHELLE NAJAR	01-8699		20.00
85747414	06/03/2020	ROCIO AVELAR	01-8699		20.00
85747415	06/03/2020	ROMUALTA CALISTRO	01-8699		20.00
85747416	06/03/2020	RONA LLAGAN	01-8699		20.00
85747417	06/03/2020	SADUTH FELIPE	01-8699		20.00
85747418	06/03/2020	SARA WEAVER	01-8699		20.00
85747419	06/03/2020	SARAH MCCRARY	01-8699		20.00
85747420	06/03/2020	SARAH THOMPSON	01-8699		20.00
85747421	06/03/2020	SARAH TURNER	01-8699		20.00
85747422	06/03/2020	SARHA JONES	01-8699		10.00
85747423	06/03/2020	SHANNON PALMER	01-8699		20.00
85747424	06/03/2020	SILVINO ROMAN	01-8699		20.00
85747425	06/03/2020	SONIA SHIBLA	01-8699		20.00
85747426	06/03/2020	SONYA METZLER	01-8699		20.00
85747427	06/03/2020	STACEY JANE ROEKER	01-8699		20.00
85747428	06/03/2020	TARA THOMSON	01-8699		20.00
85747429	06/03/2020	TENELL WOODS	01-8699		20.00
85747430	06/03/2020	TERESA MAURICIO	01-8699		20.00
85747431	06/03/2020	TIM MARTIN	01-8699		20.00
85747432	06/03/2020	TONYA KANE	01-8699		20.00
85747433	06/03/2020	UDALIA AUSENCIO JUAREZ	01-8699		20.00
85747434	06/03/2020	VALERIA MARTINEZ	01-8699		20.00
85747435	06/03/2020	VIANEY RODRIGUEZ	01-8699		20.00
85747436	06/03/2020	WENDI PINESCHI	01-8699		20.00
85747437	06/03/2020	WENDY HIETT	01-8699		20.00
85747438	06/03/2020	YECICA MONTANO	01-8699		20.00
85747439	06/03/2020	U.S. BANK NATIONAL ASSOCIATION	01-4300	1,062.75	
		U.S. BANCORP PURCHASING CARD	01-5200	1,244.68-	
			01-5800	739.98	
			13-4710	18.54	576.59

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 

Page 6 of 10

Checks Dated 06/03/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85747440	06/03/2020	ABIGAIL EMERY	01-8699		11.00
85747441	06/03/2020	AMANDA AULT	01-8699		11.00
85747442	06/03/2020	CARL GRANDIN	01-8699		11.00
85747443	06/03/2020	CARLOS CORTES	01-8699		11.00
85747444	06/03/2020	CHAD BURKEY	01-8699		11.00
85747445	06/03/2020	CHARLES KELTY	01-8699		11.00
85747446	06/03/2020	CHRISTA KINSMAN	01-8699		11.00
85747447	06/03/2020	CHRISTOPHER ANTHONY	01-8699		11.00
85747448	06/03/2020	CLAIRE EBERHARDT	01-8699		11.00
85747449	06/03/2020	DAVIS NORMAN	01-8699		11.00
85747450	06/03/2020	ELIAZER LAZARO	01-8699		11.00
85747451	06/03/2020	ENRIQUE PLACIDO	01-8699		11.00
85747452	06/03/2020	JACOB ROCHA	01-8699		11.00
85747453	06/03/2020	JAMES HALL	01-8699		11.00
85747454	06/03/2020	JAMIE LIEBES	01-8699		11.00
85747455	06/03/2020	JANELLE MCKENNEY	01-8699		11.00
85747456	06/03/2020	JANELLE MCKENNEY	01-8699		11.00
85747457	06/03/2020	JASON ROHRS	01-8699		11.00
85747458	06/03/2020	JEFFERY KING	01-8699		11.00
85747459	06/03/2020	JESSICA ROGERS	01-8699		11.00
85747460	06/03/2020	JOHNA TERRA	01-8699		11.00
85747461	06/03/2020	JORDAN TATOSIAN	01-8699		11.00
85747462	06/03/2020	JOSE TORRES	01-8699		11.00
85747463	06/03/2020	JUSTIN BREAUX	01-8699		11.00
85747464	06/03/2020	JUSTIN BROCK	01-8699		11.00
85747465	06/03/2020	KIMBERLY RUVALCAVA	01-8699		11.00
85747466	06/03/2020	LEE BOWDEN	01-8699		11.00
85747467	06/03/2020	LUIS BERBER	01-8699		11.00
85747468	06/03/2020	MARC HAIRELL	01-8699		11.00
85747469	06/03/2020	MARSHALL CORSO	01-8699		11.00
85747470	06/03/2020	MATTHEW ALVES	01-8699		11.00
85747471	06/03/2020	MERISSA HERNANDEZ	01-8699		11.00
85747472	06/03/2020	MIKE LACERDA	01-8699		11.00
85747473	06/03/2020	RAUL ENRIQUEZ	01-8699		11.00
85747474	06/03/2020	SARAH RATH	01-8699		11.00
85747475	06/03/2020	STEPHEN CANTRELL	01-8699		11.00
85747476	06/03/2020	TOM MAIDA	01-8699		11.00
85747477	06/03/2020	WILLIAM BROWN	01-8699		11.00
85747478	06/03/2020	ALEX DELGADO	01-8699		17.00
85747479	06/03/2020	AMANDA AULT	01-8699		17.00
85747480	06/03/2020	AMANDA WEBB	01-8699		17.00
85747481	06/03/2020	ANA HARTMAN	01-8699		17.00
85747482	06/03/2020	ANTONIO DIAZ	01-8699		17.00
85747483	06/03/2020	BOBBY SNIDER	01-8699		17.00
85747484	06/03/2020	BRANDON MCMASTER	01-8699		17.00
85747485	06/03/2020	BRIAN BAILEY	01-8699		17.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE (ONLINE)

Page 7 of 10

Checks Dated 06/03/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85747486	06/03/2020	CARMEN DELGADO	01-8699		17.00
85747487	06/03/2020	CHARLES EADS	01-8699		17.00
85747488	06/03/2020	CHARLES KELTY	01-8699		17.00
85747489	06/03/2020	CHRISTOPHER HEFNER	01-8699		17.00
85747490	06/03/2020	DEBBIE FORD	01-8699		17.00
85747491	06/03/2020	ELLISA HEDMAN	01-8699		17.00
85747492	06/03/2020	EUGENE BIBBER	01-8699		17.00
85747493	06/03/2020	GABRIEL AGUILAR	01-8699		17.00
85747494	06/03/2020	GARY WOLFORD	01-8699		17.00
85747495	06/03/2020	HEATHER O'DELL	01-8699		17.00
85747496	06/03/2020	IGNACIO ALVAREZ	01-8699		17.00
85747497	06/03/2020	JOSE MONTES	01-8699		17.00
85747498	06/03/2020	JOSE RAMIREZ	01-8699		17.00
85747499	06/03/2020	KAEANNA JONES	01-8699		17.00
85747500	06/03/2020	KAT DAILEY	01-8699		17.00
85747501	06/03/2020	KATHERINE RODRIGUEZ	01-8699		17.00
85747502	06/03/2020	KATHERINE RODRIGUEZ	01-8699		17.00
85747503	06/03/2020	KIMBERLY ALVAREZ	01-8699		17.00
85747504	06/03/2020	LACIE RYLE	01-8699		17.00
85747505	06/03/2020	LAUREN PHILLIPS	01-8699		17.00
85747506	06/03/2020	LISA DAVIS	01-8699		17.00
85747507	06/03/2020	LISA SCHWARTZ	01-8699		17.00
85747508	06/03/2020	LORI NEVAREZ	01-8699		17.00
85747509	06/03/2020	LUIS HERNANDEZ	01-8699		17.00
85747510	06/03/2020	MARISELA SANCHEZ	01-8699		17.00
85747511	06/03/2020	MARSHALL CORSO	01-8699		17.00
85747512	06/03/2020	MONIKA BOWER	01-8699		17.00
85747513	06/03/2020	NADINE HALL	01-8699		17.00
85747514	06/03/2020	NICOLE CARACCILO	01-8699		17.00
85747515	06/03/2020	NIKKI PETERSON	01-8699		17.00
85747516	06/03/2020	PETER GONZALES	01-8699		17.00
85747517	06/03/2020	PORCHE DARBY	01-8699		17.00
85747518	06/03/2020	RACHELLE BACCOLERI	01-8699		17.00
85747519	06/03/2020	REBECCA ANDERSON	01-8699		17.00
85747520	06/03/2020	RUFINA RODRIGUEZ	01-8699		17.00
85747521	06/03/2020	RYAN LACEY	01-8699		17.00
85747522	06/03/2020	RYNA LEGGETT	01-8699		17.00
85747523	06/03/2020	SARA WOODEN	01-8699		17.00
85747524	06/03/2020	SARAH RATH	01-8699		17.00
85747525	06/03/2020	SHANNON LOMEZ	01-8699		17.00
85747526	06/03/2020	SUSAN HUNTZINGER	01-8699		17.00
85747527	06/03/2020	TERESA RODRIGUEZ	01-8699		17.00
85747528	06/03/2020	TIM VAN STAVERN	01-8699		17.00
85747529	06/03/2020	TOM TRIBUR	01-8699		17.00
85747530	06/03/2020	TONI CLARK	01-8699		17.00
85747531	06/03/2020	TONI MERRILL	01-8699		17.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 

Page 8 of 10

Checks Dated 06/03/2020					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85747532	06/03/2020	WES CRONE	01-8699		17.00
85747533	06/03/2020	Tucker, Kirsten L	01-5800		50.00
85747534	06/03/2020	Vargas, Noemi	01-5800		50.00
85747535	06/03/2020	BORDERLAN SECURITY	01-4300		196.00
85747536	06/03/2020	CDW GOVERNMENT INC	01-4400		12,655.69
85747537	06/03/2020	DEMCO MEDIA	01-4300		179.18
85747538	06/03/2020	JONES SCHOOL SUPPLY CO INC	01-4300		492.11
85747539	06/03/2020	OFFICE DEPOT	01-4300		147.69
85747540	06/03/2020	ORIENTAL TRADING COMPANY INC	01-4300		197.73
85747541	06/03/2020	PREMIER GRAD PRODUCTS	01-4300		618.13
85747542	06/03/2020	PRINT TO MAIL	01-4300		758.70
85747543	06/03/2020	PURCHASE POWER	01-4300		1,020.99
85747544	06/03/2020	SEQUOIA WHOLESALE FLORIST	01-4300		170.28
85747545	06/03/2020	SIERRA HAY & FEED	01-4300		866.39
85747546	06/03/2020	STAPLES BUSINESS ADVANTAGE	01-4300		948.18
85747547	06/03/2020	DANIELSEN COMPANY	13-4710		12,447.89
85747548	06/03/2020	GENERAL PRODUCE CO LTD	13-4710		3,899.50
85747549	06/03/2020	GOLD STAR FOODS, INC	13-4710		20,078.41
85747550	06/03/2020	WEST COAST PAPER COMPANY	13-4380		991.63
85747551	06/03/2020	Alicia Lopez	13-8634		50.00
85747552	06/03/2020	Ashley Indrieri	13-8634		35.50
85747553	06/03/2020	Autumn Wood	13-8634		178.00
85747554	06/03/2020	Christina Chappell	13-8634		30.00
85747555	06/03/2020	Deanne Yoshikawa	13-8634		49.50
85747556	06/03/2020	Farrah Beaver	13-8634		2.25
85747557	06/03/2020	Gina Alexander	13-8634		110.25
85747558	06/03/2020	Jamie Hobbs	13-8634		98.20
85747559	06/03/2020	Janelle Erin Field	13-8634		26.60
85747560	06/03/2020	Jeanette Andrade	13-8634		15.90
85747561	06/03/2020	Jessica Gingrich	13-8634		62.25
85747562	06/03/2020	Katie Morales	13-8634		50.00
85747563	06/03/2020	Leah Duck	13-8634		36.50
85747564	06/03/2020	Shannon Rogers	13-8634		79.50
85747565	06/03/2020	Wendy Eaton	13-8634		20.00
85747566	06/03/2020	Wendy Johnson	13-8634		27.25
85747567	06/03/2020	VERIZON WIRELESS	01-5560	8,276.27	
			13-5560	114.36	
			21-5560	36.14	8,426.77
85747568	06/03/2020	AMY ANDERSON	01-8699		4.00
85747569	06/03/2020	AMY GREGORY	01-8699		4.00
85747570	06/03/2020	ARACELI CORTEZ GOMEZ	01-8699		4.00
85747571	06/03/2020	BRANDON GRAYSON	01-8699		4.00
85747572	06/03/2020	BRIAN BAILEY	01-8699		4.00
85747573	06/03/2020	CLAIRE EBERHARDT	01-8699		4.00
85747574	06/03/2020	ERIC WHITLOCK	01-8699		4.00
85747575	06/03/2020	ERIN RITZ	01-8699		4.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 

Page 9 of 10

Checks Dated 06/03/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85747576	06/03/2020	GEOFFRY CACIOPPO	01-8699		4.00
85747577	06/03/2020	GRACE KAJAMURA	01-8699		4.00
85747578	06/03/2020	GRAHAM KINSMAN	01-8699		4.00
85747579	06/03/2020	INEZ JUAREZ	01-8699		4.00
85747580	06/03/2020	IRMA BETANCOURT	01-8699		4.00
85747581	06/03/2020	JACOB CARPENTER	01-8699		4.00
85747582	06/03/2020	JASON CLINKINBEARD	01-8699		4.00
85747583	06/03/2020	JESUS RODRIGUEZ	01-8699		4.00
85747584	06/03/2020	JORGE OROZCO	01-8699		4.00
85747585	06/03/2020	KELLY MONIZE	01-8699		4.00
85747586	06/03/2020	KIERA DUNBAR	01-8699		4.00
85747587	06/03/2020	LAUREN PHILLIPS	01-8699		4.00
85747588	06/03/2020	LINDSEY DORMAN	01-8699		4.00
85747589	06/03/2020	LISA CORDELL	01-8699		4.00
85747590	06/03/2020	NICK STENBERG	01-8699		4.00
85747591	06/03/2020	PAULINA FUENTES	01-8699		4.00
85747592	06/03/2020	PETER UHALDE	01-8699		4.00
85747593	06/03/2020	RACHEL WATSON	01-8699		4.00
85747594	06/03/2020	ROBERT NEIGHBOURS	01-8699		4.00
85747595	06/03/2020	SHANI BRAUNING	01-8699		4.00
85747596	06/03/2020	STEPEHN FREI	01-8699		4.00
85747597	06/03/2020	TIFFANI MORGAN	01-8699		4.00
Total Number of Checks			428		853,801.62

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	406	90,333.10
13	Cafeteria Fund	23	38,472.03
21	Building Fund #1	1	36.14
76	Payroll Fund	1	724,960.35
Total Number of Checks		428	853,801.62
Less Unpaid Tax Liability			.00
Net (Check Amount)			853,801.62

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE
Page 10 of 10

Checks Dated 05/27/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85746060	05/27/2020	Guemmer, Jenny L	01-5800		299.00
85746061	05/27/2020	MWG MESTMAKER & ASSOCIATES	01-3901		145.70
85746062	05/27/2020	PACIFIC GAS & ELECTRIC CO	01-5530		235.30
85746063	05/27/2020	PURCHASE POWER	01-4300		35.32
85746064	05/27/2020	Alondra Enriquez	01-8675		82.44
85746065	05/27/2020	Amy Crabtree	01-8675		82.44
85746066	05/27/2020	Cristina Rodriguez	01-8675		82.44
85746067	05/27/2020	Ryan Lacey	01-8675		82.44
85746068	05/27/2020	Clark, Kathryn L	01-4300	11.73	
			01-5200	14.38	26.11
85746069	05/27/2020	Robinson, Gina M	01-4300		224.08
85746070	05/27/2020	ADVANCED INTEGRATED PEST	01-5800		1,296.00
85746071	05/27/2020	APPROVED SAFE & LOCK	01-4300		53.30
85746072	05/27/2020	AT&T BUSINESS SERVICE	01-5560		40.50
85746073	05/27/2020	BLACKBURN CONSULTING	21-6140		40,371.93
85746074	05/27/2020	CDW GOVERNMENT INC	21-4300	5,042.42	
			21-4400	1,973.23	7,015.65
85746075	05/27/2020	CITY OF LINCOLN	01-5550	3,792.16	
			01-5570	16,337.95	20,130.11
85746076	05/27/2020	CITY OF LINCOLN / PG&E REIMB	01-5510		1,993.21
85746077	05/27/2020	COOKS PORTABLE TOILETS	21-5600		268.53
85746078	05/27/2020	ECORP CONSULTING INC	21-6140		1,873.75
85746079	05/27/2020	HILLYARD / SACRAMENTO	01-4300	1,956.85	
			21-6200	1,670.03	3,626.88
85746080	05/27/2020	HMC GROUP	21-6210		76,289.40
85746081	05/27/2020	HOLT OF CALIFORNIA	01-5600		539.72
85746082	05/27/2020	KYOCERA	01-5600		207.98
85746083	05/27/2020	LOZANO SMITH LLP	01-5810		1,391.00
85746084	05/27/2020	MEDICAL BILLING TECHNOLOGIES	01-5800		246.50
85746085	05/27/2020	OJO TECHNOLOGY INC.	21-6200		8,849.79
85746086	05/27/2020	PACIFIC GAS & ELECTRIC CO	01-5510	32,964.00	
			01-5530	3,953.92	36,917.92
85746087	05/27/2020	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		528.64
85746088	05/27/2020	PLACER CO ENVIRONMENTAL HEALTH	01-5800		3,537.00
85746089	05/27/2020	POWER PROTECTION PLUS	01-5600		300.00
85746090	05/27/2020	RAINFORTH GRAU ARCHITECTS	21-6210		20,226.40
85746091	05/27/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		121.50
85746092	05/27/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		264.17
85746093	05/27/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		110.17
85746094	05/27/2020	SCHOOL FACILITY CONSULTANTS	25-5800		4,862.50
85746095	05/27/2020	SHARP ARCHITECTURE, INC.	21-5800		7,040.00
85746096	05/27/2020	UNIFIRST CORPORATION	01-5800		83.40

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 10/28/2020
Page 1 of 4

Checks Dated 05/27/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85746097	05/27/2020	WALLACE-KUHL & ASSOCIATES	21-5800	14,004.00	
			21-6170	6,417.99	20,421.99
85746098	05/27/2020	WAVE	01-5560		260.86
85746099	05/27/2020	Becky Edmonds	01-8675		164.88
85746100	05/27/2020	Enjoli Enriquez	01-8675		329.76
85746101	05/27/2020	Graciela Torres	01-8675		75.60
85746102	05/27/2020	JMC Homes	25-8681		6,664.20
85746103	05/27/2020	Kaylyn Hart	01-8675		82.44
85746104	05/27/2020	Kenneth Moodie	01-8675		82.44
85746105	05/27/2020	Melissa Washington	01-8675		82.44
85746106	05/27/2020	Rosa Castillo	01-8675		82.44
85746107	05/27/2020	Samantha Youmans	01-8675		157.39
85746108	05/27/2020	Hinnenkamp, Regina H	01-5800		29.00
85746109	05/27/2020	Hladun, Jennifer C	01-4300		425.12
85746110	05/27/2020	Hood, Cindy J	01-5200		22.42
85746111	05/27/2020	Moss, Kimberly A	01-4300		225.00
85746112	05/27/2020	Nelson, Susan M	01-5800		29.00
85746113	05/27/2020	Ochoa, Mariela	01-4300		225.95
85746114	05/27/2020	Parr, Lana M	01-5800		68.98
85746115	05/27/2020	Rennie, April G	01-5800		68.98
85746116	05/27/2020	Zimmerman, Mikaela K	01-4300		50.43
85746117	05/27/2020	B&H PHOTO VIDEO	01-4300		192.01
85746118	05/27/2020	KYOCERA	01-5600	137.20	
			01-5800	25.63	162.83
85746119	05/27/2020	NASCO MODESTO	01-4300		14.76
85746120	05/27/2020	SIERRA HAY & FEED	01-4300		1,072.29
85746121	05/27/2020	ALYSSA CAMBLIN	01-8699		30.00
85746122	05/27/2020	AMANDA ROMERO	01-8699		30.00
85746123	05/27/2020	ANN MARIE MILLS	01-8699		15.00
85746124	05/27/2020	ANN MONTIE	01-8699		15.00
85746125	05/27/2020	ANNALISA URIOSTE	01-8699		15.00
85746126	05/27/2020	ANNETTE ERWIN	01-8699		15.00
85746127	05/27/2020	ANTONIA TAN	01-8699		15.00
85746128	05/27/2020	AUTUMN ELLIS	01-8699		30.00
85746129	05/27/2020	BECCA BRANDI	01-8699		15.00
85746130	05/27/2020	BETTY FIND	01-8699		15.00
85746131	05/27/2020	CARLI MCCOY	01-8699		15.00
85746132	05/27/2020	CARLY BRIDGES	01-8699		15.00
85746133	05/27/2020	CHARLENE GUTSCHOW	01-8699		15.00
85746134	05/27/2020	CHARLOTTE CASILLAS	01-8699		15.00
85746135	05/27/2020	CHRISTA BURKE	01-8699		15.00
85746136	05/27/2020	CHRISTINA HUGHES	01-8699		15.00
85746137	05/27/2020	CINDY BERNARDINI	01-8699		15.00
85746138	05/27/2020	COURTNEY PENDERS	01-8699		15.00
85746139	05/27/2020	CYNDIE WILLIS	01-8699		30.00
85746140	05/27/2020	CYNTHIA WHITNEY	01-8699		15.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE SIGNATURE

Page 2 of 4

Checks Dated 05/27/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85746141	05/27/2020	DANELLE NIEVES	01-8699		15.00
85746142	05/27/2020	DANIELLE CARBONARO	01-8699		15.00
85746143	05/27/2020	DARRICK BARNES	01-8699		30.00
85746144	05/27/2020	DEEANN RANKIN	01-8699		15.00
85746145	05/27/2020	DESIREE POINTER	01-8699		30.00
85746146	05/27/2020	DUSTI TORNAY	01-8699		15.00
85746147	05/27/2020	ELIZABETH RANDALL	01-8699		15.00
85746148	05/27/2020	GENESEEE RUBIO	01-8699		15.00
85746149	05/27/2020	JAMIE MARTIN	01-8699		15.00
85746150	05/27/2020	JAYLENE ROSSMAN	01-8699		15.00
85746151	05/27/2020	JENNIFER JONES	01-8699		15.00
85746152	05/27/2020	JENNIFER LINTHICUM	01-8699		30.00
85746153	05/27/2020	JENNIFER QUADROS	01-8699		15.00
85746154	05/27/2020	JENNY CLEARWATER	01-8699		15.00
85746155	05/27/2020	JODY FREEMAN	01-8699		15.00
85746156	05/27/2020	JUDY CATLIIS	01-8699		15.00
85746157	05/27/2020	KACIA PENA	01-8699		30.00
85746158	05/27/2020	KATHLEEN O'NEAL	01-8699		30.00
85746159	05/27/2020	KATIE CARLTON	01-8699		30.00
85746160	05/27/2020	KATIE TETZ	01-8699		15.00
85746161	05/27/2020	KELLI GIRSCH	01-8699		30.00
85746162	05/27/2020	KELLY MCGAGIN	01-8699		15.00
85746163	05/27/2020	KENDAL BOND-SEIDL	01-8699		15.00
85746164	05/27/2020	KERI WILLIAMS	01-8699		30.00
85746165	05/27/2020	KIMBERLY CUMMINGS	01-8699		15.00
85746166	05/27/2020	KIMBERLY VINCI	01-8699		15.00
85746167	05/27/2020	KIMBERLY VINCI	01-8699		15.00
85746168	05/27/2020	KIRA GARDIN	01-8699		30.00
85746169	05/27/2020	KRISTI DETER	01-8699		15.00
85746170	05/27/2020	KRISTIN NORIEGA	01-8699		15.00
85746171	05/27/2020	KRISTIN NORIEGA	01-8699		30.00
85746172	05/27/2020	KRISTIN SNOOK	01-8699		15.00
85746173	05/27/2020	KRISTY WETZSTEIN	01-8699		15.00
85746174	05/27/2020	LANTHE LAMB	01-8699		15.00
85746175	05/27/2020	LEAH BASSETT	01-8699		15.00
85746176	05/27/2020	LEAH BASSETT	01-8699		15.00
85746177	05/27/2020	LEAH BASSETT	01-8699		15.00
85746178	05/27/2020	LISA COREA	01-8699		15.00
85746179	05/27/2020	LORRI WILLIAMS	01-8699		15.00
85746180	05/27/2020	LYNEELE MACIAS	01-8699		15.00
85746181	05/27/2020	MAHSA TEYMOURI	01-8699		15.00
85746182	05/27/2020	MARGEATE WORK	01-8699		30.00
85746183	05/27/2020	MARY ABELLO	01-8699		15.00
85746184	05/27/2020	MELISSA SECRIST	01-8699		15.00
85746185	05/27/2020	Molly Christensen	01-8699		15.00
85746186	05/27/2020	MOLLY PRICE	01-8699		15.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 

Page 3 of 4

Checks Dated 05/27/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85746187	05/27/2020	MONICA MIELE	01-8699		15.00
85746188	05/27/2020	NATALIA APARATU	01-8699		15.00
85746189	05/27/2020	RACHEL KING	01-8699		15.00
85746190	05/27/2020	RENEE BERNER	01-8699		15.00
85746191	05/27/2020	RENEE PERRY	01-8699		15.00
85746192	05/27/2020	SANDY KUSICK	01-8699		15.00
85746193	05/27/2020	SARAH SYBROWKY	01-8699		15.00
85746194	05/27/2020	SARAH SYBROWSKY	01-8699		15.00
85746195	05/27/2020	SHARON RODDA	01-8699		15.00
85746196	05/27/2020	SHEREE PARSON	01-8699		15.00
85746197	05/27/2020	SUKHVINDER DHALIWAL	01-8699		15.00
85746198	05/27/2020	TARA ALBRIGHT	01-8699		15.00
85746199	05/27/2020	TAWNA MORGAN	01-8699		15.00
85746200	05/27/2020	TIFFANY HECTOR	01-8699		15.00
85746201	05/27/2020	TRACY BRIDGES	01-8699		30.00
85746202	05/27/2020	VICTORIA SEDGWICK	01-8699		30.00
85746203	05/27/2020	VICTORIA THOMAS	01-8699		15.00
85746204	05/27/2020	WENDY JOHNSON	01-8699		30.00
85746205	05/27/2020	WENDY YANG	01-8699		15.00
85746206	05/27/2020	WHITNEY CHRISTENSEN	01-8699		15.00
Total Number of Checks			147		272,032.43

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	136	76,478.26
21	Building Fund #1	10	184,027.47
25	Capital Facilities Fund	2	11,526.70
Total Number of Checks		147	272,032.43
Less Unpaid Tax Liability			.00
Net (Check Amount)			272,032.43

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE
Page 4 of 4

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
Advanced IPM and Western Placer
Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Routine Repair and Maintenance Funds
- 20/21

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Advanced IPM and Western Placer Unified School District for the release of bats at Lincoln Crossing Elementary School for the 2020-21 fiscal year. The services include installing exit tubes, repairing venting screens, installing hardware cloth, and adding caulking to any openings ¼ inch or larger. The cost of these services is \$6,400.00 which will be paid with the 2020-21 Routine Repair and Maintenance Fund.

RECOMMENDATION:

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



YOUR PARTNERS IN COMPLIANCE.

PEST MANAGEMENT PROPOSAL



Western Placer Unified School District
810 J Street
Lincoln, CA 95648

Advanced IPM
205 Kenroy Lane
Roseville, CA 95678

Prepared by Advanced IPM
Dec 23, 2019



Attn: Stan Brandl | Director of Maintenance
916-434-5000 | sbrandl@wpusd.org

Thank you for the opportunity to submit a proposal for the Bat exclusion needs at your facility. For over three decades Advanced IPM has been implementing proactive pest management programs for facilities such as yours across California and Nevada. Advanced IPM is comprised of specially trained technicians, who hold a variety of licenses, making us a full-service pest management company able to address any pest issues you may face.

I have enclosed a scope of service and service fee for your review. Our company prides itself on building and maintaining quality long-term relationships that benefit all who are involved. If I can be of further assistance, please feel free to contact me.

Sincerely,

Jeff Fagan
Specialty Service Supervisor
916-257-6120
jffagan@advancedipm.com
www.AdvancedIPM.com



I. EXCLUSION OVERVIEW

Bat Exclusion

Problem:

Bats are nesting behind parapet flashing and rain gutters along the roofline of the building. They are also accessing the building through the expansion joints. The accumulation of droppings and urine in and around the building should be a great concern because it can lead to health risks for your facility.

Findings:

Bat droppings were discovered in and outside of facility. 1 bat was discovered inside and was successfully caught and released.

Bat Species:

Tadarida brasiliensis - Mexican free-tailed bat

The Mexican free-tailed bat is a medium-sized bat with brown or gray fur, long, narrow wings and a tail that protrudes free from the tail membrane. The ears are large and rounded, and the upper lips have numerous vertical wrinkles. It is common in southern and southwestern U.S. and north to Nebraska, Colorado, Utah, Nevada, and Oregon. Mexican free-tailed bats may form nursery colonies that include anywhere from a few hundred to several million bats. Nursery colonies are found in caves, under bridges, and in buildings. Males form smaller bachelor colonies. These bats also use bat houses. They are not capable of true hibernation and most western populations migrate to caves in Mexico and Central America during the winter, although some colonies over winter in buildings or bat houses in warmer sections of their range.

Maternity season for bats in the US and Canada can range from 1 May through 31 August, although pups have been seen as early as late April in some instances. Eviction of bats, or any activity that directly affects their roosting area, should occur only prior to or after the maternity season, when young will not be trapped inside, creating additional problems.

Concerns:

Keeping bats from entering the building spaces should be top priority for excluding the bats. The vast majority of **histoplasmosis** cases in humans is asymptomatic or involves no more than flu-like symptoms, though a few individuals may become seriously ill, especially if exposed to large quantities of spore-laden dust. The disease can be avoided by not breathing dust suspected of being enriched by animal feces.

Bat Bugs:

Bats often roost in voids and cavities and retreat into dark spaces in attics. Bats leave their young in nursery colonies when they hunt, and when the flightless pups are fed upon more often than adults by bat bugs and other parasites. After the young bats are able to fly, they are less available to bat bugs, which are intermittent feeders. When the young bats are able to fly or a colony migrates or is excluded from a roost, the parasites may seek a substitute host.

Intent:

Exclusion is the only effective solution for permanently removing bats from buildings. Trapping and relocating is ineffective since bats have excellent homing instincts and simply return, even when



released at great distances. The use of pesticides against bats is illegal and counterproductive. We plan to exclude the bats so they can no longer enter these areas



II. SCOPE OF SERVICE

Scope of Service:

1. Install exit tubes to let the bats exit the nesting areas where they are now entering the structure.
2. Install hardware cloth, foam tubing and caulking along the bottom of the gutters, expansion joints, flashing and other key points the bats are gaining access.
3. The area to be excluded is along the exterior perimeter roof line of the building. Any openings 1/4 inch or larger are potential entry points for the bats and will be sealed with caulking or hardware cloth.
4. Repair venting screen on the south end near janitor closet.
5. Exit tubes will be removed within 1 week of job completion and openings will be sealed.

Access to work areas:

We need to have clear access to work areas and that our work is not interrupted by traffic such as people and other equipment.

Down time charges:

The customer is responsible for giving us clear access to the building and work areas once the agreed start date is set and any delays by the customer are to be charged at \$150 per hour per technician. We will supply all safety and access equipment and accept responsibility for its timely arrival, return and compliance with all federal and state laws concerning OSHA etc.

*Western Placer School District will provide lift.

Guarantees:

Advanced IPM guarantees expansion foam, screens, and tubing for one year against faulty workmanship.

III. SERVICE FEE SCHEDULE

Service Location	Service Fee
Lincoln Crossing Elementary School 635 Groveland Lane Lincoln, CA 95648	\$6,400.00



Total \$6,400.00

The service fees above are for the **Advanced IPM Program** as described in this proposal. These fees include all labor, equipment, and material necessary to perform the service.



IV. PURCHASE AGREEMENT TERMS

Agreement

The specifications and pricing contained herein shall remain valid for 30 days from the original date printed on this document.

Fees for services may be revised if material change to specifications or other contract elements are requested and/or required due to changes in state/federal laws or local ordinances during the term of this contract. These fee revisions include, but are not limited to, pests covered, frequencies of service and administrative requirements. Additional service requests for pest activity covered under this agreement will be provided by Advanced IPM at no additional charge assuming the structural and/or sanitation deficiencies, if any, have been corrected by the client. If the structural/sanitation deficiencies have not been resolved within 10 days of written notification, Advanced IPM reserves the right to charge additional service fees on a time and material basis for additional service requests between normally scheduled services.

1. Company Cooperation

To ensure maximum effectiveness of your pest control service, your cooperation is necessary. Conditions that are conducive for pests, or unacceptable sanitation are not the responsibility of Advanced IPM. The customer shall take all steps necessary to correct such conditions reported to them. Failure to do so may lead to the cancellation of this agreement.

2. Insurance

Advanced IPM will maintain all appropriate insurances throughout the terms of this agreement. The purpose of this service is to prevent damage by pest; however, it is understood that Advanced IPM will not be held responsible should damage occur.

3. Payment Terms

Advanced IPM payment terms are NET 30 from date of service unless otherwise agreed to in writing. A charge of 1.5% per month (18% per annum) will be added to any past due accounts. Customer understands that Advanced IPM reserves the right to interrupt for non-payment. Customer will receive notification prior to service interruption. Failure to pay past due amounts will result in the account being turned over to a collection agency. Client will be obligated to pay outstanding balance along with a collection fee not to exceed \$50.00.

4. PROPOSAL EFFECTIVE DATE

This proposal is effective for 30 days from the presentation date.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Advanced IPM

Rep License Number: FR53078

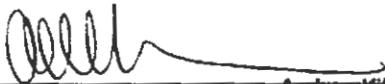
Print Name & Title Jeff Fagan

Signature _____

Date 05/11/2020

Western Placer Unified School District

Print Name & Title Asst Supt of Business Svs and Operations

Signature 
Audrey Kilpatrick

Date 4/3/20

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract with TNT
Fireworks and Lincoln High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

LHS Football ASB

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with TNT Fireworks and Lincoln High School for the 2020-21 school year. The services provide Lincoln High School with a 24 ft. fireworks stand at the Raley's Sterling Point location. The cost of these services is \$2,354.44 and will be paid with LHS football ASB.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between TNT Fireworks and Lincoln High School.



CONTRACT AGREEMENT TNT FIREWORKS®

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



Date: 3/18/20 Program: TNT FIREWORKS Fire Waiver: 3.0 % Liability: 3.0 % Discount: 50 %

Account Name: WPUSD LINCOLN HS FOOTBALL Account No: 1664255 Location No: CNM2215

Chair: CHRIS BEAN Location Name: RALEYS

Address: 790 J STREET * Address: 39 LINCOLN BLVD.

City, State, Zip: LINCOLN, CA 95648 Intersection: LINCOLN BLVD & STERLING PARKWAY

E-Mail: LINCOLNZERRASFOOTBALL@GMAIL.COM City, State, Zip: LINCOLN, CA

Telephone: (C) _____ (W) _____ (H) _____

Co-Chair: _____ Sales Period: JULY 2020

Address: _____ Sales Assoc.: Aaron Crawford Assoc. No: 531

City, State, Zip: _____ E-Mail: _____

Telephone: (C) _____ (W) _____ (H) _____

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

ESTIMATED EXPENSES:	ITEM DESCRIPTION	AMOUNT EACH	BILL TO ACCOUNT
	ADVERTISING / COUPONS	1 0.00	50.00
	24' Stand Service Fee	1 0.00	375.00
	FIRE EXTINGUISHER RENTAL	3 0.00	73.50
	SFM License	1 0.00	50.00
	Location Rent	1 0.00	1700.00
	DELIVERY CHARGE	1 0.00	75.00
	STAND SERVICE SALES TAX	1 0.00	30.94

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

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

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

BY SIGNING THIS CONTRACT ACCOUNT AGREES TO THE FOLLOWING:

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

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

Aaron Crawford 4/9/20 _____ _____ _____
 AMERICAN Sales Associate Date Authorized Agent for Account
_____ _____ Audrey Kilpatrick _____
 AMERICAN Home Office Rep. Date Authorized Agent for Account - Please Print Name

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

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

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

LHS – Girls Basketball & Softball
Fundraising

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Phantom Fireworks and Western Placer Unified School District/Lincoln High School (LHS) for the 2020-21 school year as a fundraiser for Girls Basketball and Softball. The services provide LHS with a 24 ft. fireworks stand at the G Street and Lincoln Blvd. location. The cost of services is \$200.00 and will be paid with Girls Basketball & Softball Fundraising.

RECOMMENDATION:

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



ACCOUNT # _____

2020 Credit Card Accept or Decline Form

The associated costs for having a credit card machine are as follows:

- WIRELESS CREDIT CARD MACHINE** – Completion of standard credit card package, all receipts must be returned with machine. Failure to yield all receipts, batch reports, and/or a completed packet will result in a labor fee of \$100.00
 - Rental Fee: \$200.00
 - Credit Card Processing Fee: 2.5%
 - No per transaction fee



Group will be given a FREE fireworks assortment of \$199.00 to sell to cover the rental fee.

- ~~CREDIT CARD ACCEPTANCE DEVICE~~ (similar to a square) ~~Operator downloads the required application on their own smart phones. Operator will be given a login and password from Phantom to use through the season. Customers sign on phone screen for any charge over \$50.00.~~
 - ~~• Rental Fee: \$28.00~~
 - ~~• Credit Card Processing Fee: 2.5%~~
 - ~~• No per transaction fee~~

~~** Limited number of square devices available. First come, first serve.~~

Phantom Fireworks will bill all rental fees into your final statement.

All of your credit card sales will automatically be deposited into the Phantom Fireworks account and deducted from your final bill.

Please return this form AS SOON AS POSSIBLE in order to ensure that you will receive your first choice, as a limited number of each option are being distributed on a "First-Come-First-Serve" basis.

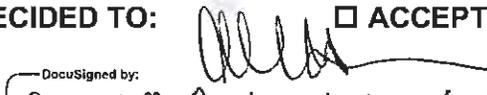
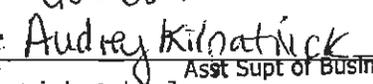
****Please Note:** Should any of the options above not be returned to Phantom Fireworks at the time of returns or is damaged, account agrees to pay replacement cost. Turning in a machine with missing packaging or parts will also incur an appropriate replacement fee that depends on what items are missing.

Complete this section and return to our office. We recommend you keep a copy for your records.

Please read the following statement and mark the box whether you accept or decline to have a credit card machine or credit card acceptance device for the 2020 fireworks season:

I have read the above information including the terms and conditions for using a credit card machine. I understand that if I accept a machine, then I will be responsible for returning it as I received it, else I must pay any replacement fees for missing machine or parts, and I will be billed for having one. I understand that if I decline, then I will not be receiving a machine and I will not be billed for one.

I HAVE DECIDED TO: ACCEPT **DECLINE** (PLEASE MARK ONE)

Signature:  Donna Tofft  Audrey Kilpatrick Asst Supt of Business Svs and Operations Print Name: Donna Tofft

Group Name: Lincoln High School Position with Group: Contact person

Phone Number: 916-871-3655 Date: 5/25/2020



8341 Demetre Avenue • Sacramento, CA 95828
800-554-8955 • 916-388-1479 • fax 916-388-1476 • fireworks.com

Dear Chairperson,

Enclosed in this attachment is a large amount of material including mandatory forms that must be completed to continue the process of operating a fireworks booth. Please note we have deadlines to meet with Fire Departments on returning this time sensitive material.

Also enclosed is an easy “Fireworks Chairman Check-Off List” of deadlines that must be met by your organization. Please take the time to read and complete all tasks! City, county, state and/or fire departments mandate these forms. Please pay attention to the deadline dates for each item on the check off list.

Temporary sales tax number is now done online. It only takes a few short minutes and your permit will be generated at the same time!

Please help our office by completing all forms and items on the check off list. You can mail the forms to our office, fax them, or email them.

Phantom Fireworks
8341 Demetre Ave.
Sacramento, CA 95828
Fax: 916-3881476
phantomofsacramento@fireworks.com

Should you have any questions, please feel free to contact your Account Manager.

Thank you for your timeliness and cooperation.

Sincerely,
Phantom of Sacramento
“Lighting up Backyards of America from Coast to Coast”

Fireworks Chairman Check Off List

Phantom Fireworks Western Region, LLC
8341 Demetre Avenue, Sacramento, CA 95828
Fax: 916-388-1476
Email: phantomofsacramento@fireworks.com

- Fireworks Door Hangers!** Don't forget to order your Phantom Fireworks door hangers to attract customers to your booth! **Mail, fax or email by June 1st.**
- Temporary Sellers Permit:** Go to the California Department of Tax and Fee Administration website (<https://services.cdtfa.ca.gov/ereg/index.boe>) to eFile and print your Temporary Sellers Permit – You must have your non-profit ID number to complete this. If you need any help filing, please call the CDTFA help line at **1-800-400-7115**
Once you have obtained your Temporary Seller's Permit, mail or fax the California Resale Certificate form to Phantom. By California Law, we must have this form on file prior to releasing merchandise to your organization. **Mail, fax or email by June 1st.**
- California Resale Certificate** Please fill out and return the California Resale Certificate. California Law requires us to have this form signed by you and in our possession before we release any merchandise to your group. **Mail, fax or email by June 1st.**
- Credit Card Form:** There is a new credit card form due to changes in the devices offered within the program. Please fill out a new form even if one has already been filled out. These are on a first come first serve basis. Make sure to indicate whether you wish to Accept or Decline before sending back to Phantom. **Mail, fax or email by June 1st.**
- Property Permission Use Form:** If this form is included in your packet, we need the property permission use form for your sales location. Please have the property owner fill out the necessary information. **Mail, fax or email by June 1st.**
- Delivery Form** Please fill out and return the Delivery Address form letting us know where to deliver your merchandise. **Mail, fax or email by June 1st.**
- NEW GROUPS ONLY** Please read through and discuss the Chairman Planning and Reference Guide with your fireworks committee

Please notify us as soon as possible if your chairman changes or your contact information needs to be update

DELIVERY ADDRESS & INSTRUCTIONS

PLEASE FILL OUT FORM IN ENTIRETY

Return this form by mail, fax, or email no later than June 1st

Fax: 916-388-1476

Email: phantomofsacramento@fireworks.com

Mail: 8341 Demetre Avenue, Sacramento, CA 95828

Group Name: Lincoln High School

Contact Person: Donna Tofft

Contact Phone #'s: 916-871-3655

Merchandise Delivery Address: 98 Lincoln Blvd.

City, Zip Code: Lincoln CA 95648

Alternate Contact Name: Betty Zamora

Phone #: 916-508-2248

Notes:

****MAIL, FAX OR EMAIL BY MAY 25th****

DOT Requirements and Hazardous Materials Training for transporting 1.4G Fireworks

All shipments of hazardous materials including 1.4G fireworks must comply with all regulations if they are being transported in Commerce.

171.2 of **The Hazardous Materials Regulation** states that No person may offer or accept a hazardous material for transportation in commerce unless the hazardous material is properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements of this subchapter or an exemption or special permit, approval, or registration issued under this regulation.

1. DOT classifies consumer fireworks as **UN0336 Fireworks, 1.4 G**
2. The fiberboard box that is acceptable for fireworks is a **UN Spec 4G that has been tested at the PG II level. A copy of the packing instructions will be furnished by the fireworks company.**
3. All packages of fireworks must be marked **Fireworks UN0336.**
4. All packages of fireworks must be labeled with a **1.4G label.**
5. The shipping papers must identify the fireworks as **UN0336, Fireworks, 1.4G, PGII.**
6. All shipping papers must include an **emergency response number that must be monitored at all time the materials is in transit.**
7. All shipping papers must be accompanied by **Emergency Response Information.**
8. The weight for fireworks must be expressed as **Net Explosive Mass. (The general rule is one fourth the gross weight.)**

Any person or group that is generating any revenue including a **Non-profit organizations must be in full compliance with the Hazardous Materials regulation** . In accordance with 171.2 above all packages of fireworks must be in a proper UN spec package and closed in accordance with the test report for that box. Each box must have the word Fireworks and UN0336 marked on the outside. Each box must also have the 4 by 4 inch diamond shape label attached. All fireworks must be Manifested on a properly prepared shipping paper. The boxes must be secured in a manner that they will not move around during transportation and no tools or objects are allowed to be loaded in the cargo compartment if they could move around during transportation and cause damage to the boxes of fireworks. **The driver must have receive HM training.**

Regulatory Note: Don't confuse the net weight with the gross weight. Even though the net explosive mass is required to be identified on the shipping paper the placarding requirement is based on the gross weight which includes the box plus its contents and any filler used to fill any void space.

If a person drives a vehicle including a vehicle towing another vehicle (ie: SUV towing a small trailer) that the total **gross vehicle weight rating** is less than 10,000 pounds and is loaded with (less than 1,000 pounds gross weight) the vehicle is not considered to be a commercial vehicle. Therefore the person is not required to register with The Federal Motor Carrier Safety Administration and acquire a US DOT number.

What all this means is that when being transported all fireworks must be in its proper box with the required marking of fireworks UN0336 and have the 4 by 4 inch label attached. All fireworks must be identified on the shipping paper and all packages must always be secure to prevent them from moving around while being transported. They can not be loaded into a vehicle if there are any tools or objects that could move and cause damage to the boxes. The driver must have proper HM Training.

Warning: Regardless of the amount of materials that is shown on the shipping papers if DOT suspects that the total gross amount on the vehicle is over 1,000 pounds they will have it weighed and if it is 1,001 pounds or more they can issue several violations for failing to meet all of the requirements noted in the paragraph above.

Shipping Paper Bill of Lading
(Supplied by Fireworks Company)

Company/Organization Name _____

Date of shipment _____

Number of Packages	Type of Packages	UN Number	Shipping Name	Class	PG	Net Explosive Mass	Gross WT
	BOXES	UN0336	Fireworks	1.4G	II		

Novelties are non DOT regulated by Highway

Emergency Response Phone Number

See attached Emergency Response Information

EMERGENCY RESPONSE INFORMATION

UN0336, FIREWORKS, 1.4G, PGII, UN0337, FIREWORKS, 1.4S, PGII

POTENTIAL HAZARDS

FIRE OR EXPLOSION

• **MAY EXPLODE AND THROW FRAGMENTS 500 meters (1/3 MILE) OR MORE IF FIRE REACHES CARGO.**

HEALTH

• Fire may produce irritating, corrosive and/or toxic gases.

PUBLIC SAFETY

• **CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover OF THE ERG.**

• Isolate spill or leak area immediately for at least 100 meters (330 feet) in all directions.

• Move people out of line of sight of the scene and away from windows.

• Keep unauthorized personnel away.

• Stay upwind.

• Ventilate closed spaces before entering.

PROTECTIVE CLOTHING

• Wear positive pressure self-contained breathing apparatus (SCBA).

• Structural firefighters' protective clothing will only provide limited protection.

EVACUATION

Large Spill

• **Consider initial evacuation for 250 meters (800 feet) in all directions.**

Fire

• If rail car or trailer is involved in a fire, ISOLATE for 500 meters (1/3 mile) in all directions; also initiate evacuation including emergency responders for 500 meters (1/3 mile) in all directions.

EMERGENCY RESPONSE

FIRE

CARGO Fire

• **DO NOT fight fire when fire reaches cargo! Cargo may EXPLODE!**

• Stop all traffic and clear the area for at least 500 meters (1/3 mile) in all directions and let burn.

• **Do not move cargo or vehicle if cargo has been exposed to heat.**

TIRE or VEHICLE Fire

• **Use plenty of water - FLOOD it! If water is not available, use CO₂, dry chemical or dirt.**

• If possible, and WITHOUT RISK, use unmanned hose holders or monitor nozzles from maximum distance to prevent fire from spreading to cargo area.

• Pay special attention to tire fires as re-ignition may occur. Stand by with extinguisher ready.

SPILL OR LEAK

• ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area).

• All equipment used when handling the product must be grounded.

• Do not touch or walk through spilled material.

• **DO NOT OPERATE RADIO TRANSMITTERS WITHIN 100 meters (330 feet) OF ELECTRIC DETONATORS.**

• **DO NOT CLEAN-UP OR DISPOSE OF, EXCEPT UNDER SUPERVISION OF A SPECIALIST.**

FIRST AID

• Move victim to fresh air. • Call 911 or emergency medical service.

• Give artificial respiration if victim is not breathing.

• Administer oxygen if breathing is difficult.

• Remove and isolate contaminated clothing and shoes.

• In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes.

• Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.

SUPPLEMENTAL INFORMATION

• Packages bearing the 1.4S label or packages containing material classified as 1.4S are designed or packaged in such a manner that when involved in a fire, may burn vigorously with localized detonations and projection of fragments.

• Effects are usually confined to immediate vicinity of packages.

• If fire threatens cargo area containing packages bearing the 1.4S label or packages containing material classified as 1.4S, consider isolating at least 15 meters (50 feet) in all directions. Fight fire with normal precautions from a reasonable distance.

HM Exam

Name: Donna Tofft **Date:** 5/25/2020

Organization Name: Lincoln High School

1. Fireworks must be returned only in the boxes they came in. **T** F
x
2. Fireworks must be shipped in quantities of 1,000 pounds or more. T **F**
x
3. It is Ok to return fireworks in short distances without furnishing a prepared shipping paper. T **F**
x
4. All return shipments of fireworks must be accompanied by a shipping paper and emergency response information. **T** F
x
5. All fireworks must be secured to prevent movement while in transit. **T** F
x
6. If you lose the original packages it is OK to ship fireworks in unmarked boxes. T **F**
x
7. The class for all consumer fireworks is 1.4G. **T** F
x
8. The correct marking on boxes of fireworks is Fireworks, UN0336. **T** F
x
9. If you ship less than 1,000 pounds in a single vehicle you must placard the vehicle. T **F**
x
10. Non Profit organizations that transport fireworks for resale are exempt from the regulation. T **F**
x

Record of Hazardous Materials Training

The materials used the transportation guidelines and an exam

The trainer was Phantom Fireworks Training Date: 5/25/2020

Name : Donna Tofft

Organization Name: Lincoln High School

I certify that the named haz mat employees listed on the attached sheets received training pertaining to the DOT's Hazardous Materials Regulation on the date stated. The training included General Awareness, Safety, and Function Specific Training as required by part 172 of 49CFR.

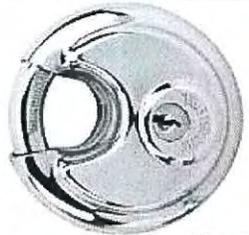
DocuSigned by:  <small>7D4E050FF747404...</small>	Contact person <hr style="border: 0.5px solid black;"/>
Signature	Title



This type of lock can be bought from Harbour Freight for \$7 each or at www.chinrose.com.

You can etch a number on the back of the lock and on each key with a simple dremel etcher, as shown above.

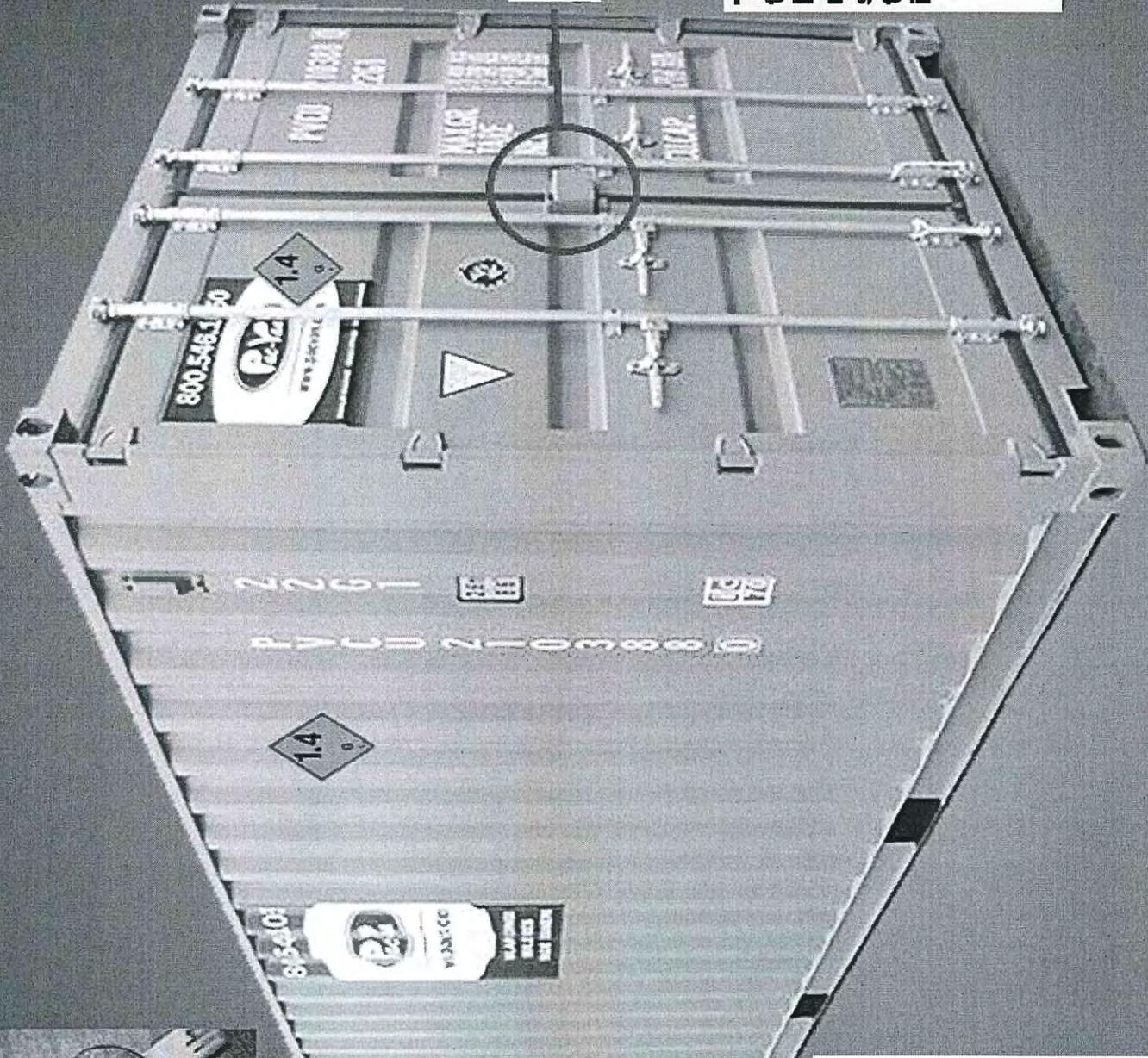
Disc Lock 2-3/4



67

Large hasp covering the lock.

This hasp is smaller than the ones we utilize, but when used it's nearly impossible for someone to drill out the lock without grinding off the hasp.



WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

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

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Administration General Fund

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with PCOE and Western Placer Unified School District for the PCOE Software Access and Support Services for the 2020-21 fiscal year. The services include specialized finance system software access, administration and support services. The cost of these services is \$26,952.00 for the financial system and \$2,958.00 for the employee portal which will be paid with the Administration General Fund.

RECOMMENDATION:

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

Date: June 1, 2020

AGREEMENT FOR FINANCE SYSTEM SOFTWARE ACCESS AND SUPPORT SERVICES

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

1.0 SCOPE OF SERVICES

PCOE shall provide specialized finance system software access, administration and support services to Agency.

2.0 FEES

Agency shall pay \$21.67 license and support fee based on 2019 W2 records. If Agency elects to participate in the use of the Escape Employee Portal, a fee will be assessed based on all districts who participate, currently estimated at \$2.38 per 2019 W2 records. Attachment A and Attachment B provides projected estimated costs.

3.0 RECORDS

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

4.0 WORK PRODUCT

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

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

5.0 TERM

The term of this Agreement shall be from 7/1/2020, through 6/30/2021.

6.0 PAYMENT

PCOE will invoice Agency upon contract execution. Agency shall pay fees within thirty (30) after receiving an invoice from PCOE.

7.0 AMENDMENTS

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

8.0 STATUS OF CONSULTANT

The specialized finance system software access, administration and support services are being provided by PCOE salaried employee(s) and not of the Agency. Any and all employer payroll tax and retirement related payments on behalf of individual are to be made by PCOE.

9.0 CERTIFICATION

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

10.0 HOLD HARMLESS AND IDEMNIFICATION

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

11.0 ENTIRE AGREEMENT

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

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

PLACER COUNTY SUPERINTENDENT OF SCHOOLS

Gayle Garbolino-Mojica

Date

AGENCY

Western Placer Unified School District

Name of Agency



(Signature of Agency Representative)
Audrey Kilpatrick

5/28/20

Date

Asst Supt of Business Svcs and Operations

Title

**ESCAPE LICENSE/MAINTENANCE FEES (LMF) & WEBINAR TRAINING FEES
5 Year - Actual & Estimated**

Org #	Org Name	2019 W2's Issued	Actual		Actual		Estimated*		Estimated*	
			FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 21-22		
1	Ackerman Charter School District	122	1,925	2,022	2,454	2,643	2,837			
2	Alla-Dutch Flat Union Elementary School District	28	490	643	563	607	651			
3	Auburn Union Elementary School District	432	7,057	7,959	8,689	9,360	10,044			
5	Colfax Elementary School District	80	1,452	1,544	1,609	1,733	1,860			
6	Dry Creek Jt. Elem. School District	993	16,023	18,162	19,973	21,514	23,088			
9	Eureka Union Elementary School District	633	10,147	11,268	12,732	13,715	14,718			
10	Foresthill Union Elementary School District	106	1,418	1,875	2,132	2,297	2,465			
11	Loomis Union School District	491	8,155	8,823	9,876	10,638	11,416			
12	Newcastle Elementary School District	122	2,701	2,978	2,454	2,643	2,837			
16	Placer Hills Union Elem. School District	157	3,005	3,107	3,158	3,402	3,650			
18	Rocklin Unified School District	2,198	34,579	37,924	44,209	47,621	51,104			
19	Roseville City Elementary School District	1,778	26,288	29,540	35,761	38,522	41,339			
21	Tahoe-Truckee Unified School District	940	14,739	16,709	18,907	20,366	21,855			
22	Western Placer Unified School District	1,244	19,112	21,912	25,021	26,952	28,924			
31	Placer Union High School District	917	17,103	17,867	18,444	19,868	21,321			
32	Roseville Joint Union High School District	1,821	29,107	32,279	36,626	39,454	42,339			
35	Mid-Placer Transportation JPA	38	675	680	764	823	884			
60	Harvest Ridger Charter School	29	N/A	1,397	583	628	674			
61	Horizon Charter School	224	4,221	4,118	4,505	4,853	5,208			
Totals			12,353	220,807	248,460	267,639	287,214			
Total Escape Fees			258,197	273,307	293,459	305,139	317,214			
PCOE Contribution			(60,000)	(52,500)	(45,000)	(37,500)	(30,000)			
District Share			198,197	220,807	248,459	267,639	287,214			
District Cost per W2			\$16,4999	\$18,3822	\$20,1133	\$21,6659	\$23,2505			
Total countywide W2's issued (including PCOE) - 2019			13,124							
Escape LMF Rate - \$20.50 per countywide W2 plus 4% annual increase			\$20.50	\$21.32	\$22.17	\$23.06	\$23.98			
Escape LMF Total Fee			255,697	270,807	290,959	302,639	314,714			
Escape Webinar Training Fee - Flat \$2,500			2,500	2,500	2,500	2,500	2,500			
Total Escape Fees (Employee Portal not included-allocated separately)			258,197	273,307	293,459	305,139	317,214			

* = Estimated based on 2019 W2's issued. Amount will change each year as W2 count changes.

**ESCAPE EMPLOYEE PORTAL FEES
5 Year Actual & Estimated**

Org #	Org Name	2019		Actual FY 17-18	Actual FY 18-19	Actual FY 19-20	Estimated* FY 20-21	Estimated* FY 21-22
		W2's Issued	Actual					
1	Ackerman Charter School District **	0	240	240	0	0	0	0
2	Alta-Dutch Flat Union Elementary School District	28	61	76	65	67	69	69
3	Auburn Union Elementary School District	432	878	945	1,009	1,027	1,068	1,068
6	Dry Creek Jt. Elem. School District	993	1,994	2,156	2,319	2,361	2,455	2,455
9	Eureka Union Elementary School District	633	1,263	1,337	1,478	1,505	1,565	1,565
10	Foresthill Union Elementary School District	106	177	223	248	252	262	262
11	Loomis Union School District	491	1,015	1,047	1,147	1,168	1,214	1,214
12	Newcastle Elementary School District	122	336	353	285	290	302	302
18	Rocklin Unified School District	2,198	4,302	4,502	5,133	5,227	5,435	5,435
19	Roseville City Elementary School District	1,778	3,272	3,506	4,152	4,228	4,397	4,397
21	Tahoe-Truckee Unified School District	940	1,834	1,983	2,195	2,235	2,324	2,324
22	Western Placer Unified School District	1,244	2,379	2,601	2,905	2,958	3,076	3,076
31	Placer Union High School District	917	2,129	2,121	2,142	2,181	2,268	2,268
32	Roseville Joint Union High School District	1,821	3,623	3,831	4,253	4,330	4,503	4,503
51	Placer County Office of Education	771	1,542	1,505	1,801	1,833	1,907	1,907
60	Harvest Ridge Charter School	29	N/A	166	68	69	72	72
61	Horizon Charter School	224	525	489	523	533	554	554
Total		12,727	25,570	27,081	29,723	30,264	31,471	31,471
Escape EE Portal Fee (10% of LMF)			25,570	27,081	29,723	30,264	31,471	31,471

NOTE: EE Portal allocation DOES NOT include Org 5 (Colfax), Org 16 (Placer Hills), & Org 35 (Mid-Placer) who DO NOT participate.

* = Estimated based on 2019 W2's issued. Amount will change each year as W2 count changes.

** = Org no longer participates in using the EE Portal.

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 PG&E
and Western Placer Unified School District
- Sheridan Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

No Cost

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for PG&E and Western Placer Unified School District for PG&E's Wildfire Prevention team to use the parking lot at Sheridan Elementary School as a possible location for establishing an Outdoor Customer Resource Center during PG&E Public Safety Power Shutoff events (PSPS). Customer Resource Centers (CRC) provide local residents who have lost power with bottled water and snacks, the ability to charge cellphones etc., and a place to get up-to-date information on the outage. They are fully staffed by PG&E team members. If PG&E uses the School Parking Lot as a CRC, PG&E would compensate for each day they use the site. PG&E would like to set up an air-conditioned tent in the parking lot, providing charging stations with the use of a generator for the Sheridan community during a PSPS event. There is no cost for these services.

RECOMMENDATION:

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

LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this ___ day of May, 2020 (the "**Effective Date**") by WEST PLACER UNIFIED SCH DIST, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**."

R E C I T A L S:

A. LICENSOR owns or leases that certain real property commonly known as Sheridan Elementary School, located at 4730 H ST, Assessor's Parcel Number 019-162-008-000, hereinafter called the "**Property**," located in the City of SHERIDAN, County of PLACER, State of California.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**") as defined in Section 3 below.

C. The parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. License Area. The real property that is the subject of this License Agreement is described in **EXHIBIT A** (the "**License Area**").

2. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, PG&E's Representatives, and PG&E's customers, the right to use the License Area in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area. PG&E shall give LICENSOR at least 24 hours' prior notice of the date and time that PG&E needs to access and use the License Area. If the License Area is not available for access and use by PG&E on the date and time specified in PG&E's notice, LICENSOR must so notify PG&E within 4 hours after receipt of PG&E's notice.

3. Use. PG&E and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") may enter the License Area for purposes of establishing and operating a customer resource center in the case of a PSPS Event, as well as establishing and operating a staging area to support the command, control, and coordination of any patrol, inspection, and restoration of electric facilities in case of a PSPS Event ("**PG&E's Activities**"). LICENSOR acknowledges that PG&E's Activities may include the following: setting up tents with tables and seating where PG&E customers can obtain water and snacks, charge phones, and get up-to-date information on outages; installing trailers, portable toilets, portable back-up generators, and fencing; parking mobile vehicle units and other vehicles; and staging equipment, supplies and materials. For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued

by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

4. Term. This License Agreement shall be for a term of five (5) years, commencing on June 1, 2020, and expiring June 1, 2025. The license granted herein shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides at least one hundred eighty (180) days' written notice of the revocation to the other party. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area on an occasional basis, if at all, for periods of two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area are referred to herein as "Use Days." During Use Days, PG&E shall have the exclusive right to use the License Area twenty-four (24) hours per day.

5. License Fee. PG&E shall pay a license fee of One Hundred Dollars (\$100) per day for each Use Day.

6. Use of License Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time.

(b) Restoration. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area. Upon PG&E's ceasing to use the License Area in connection with a particular PSPS Event, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the License Area as nearly as possible to the condition that existed prior to PG&E's entry hereunder.

(c) Safe Condition. PG&E, at PG&E's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during Use Days.

(d) Lawful Use Only. PG&E shall not use the License Area or permit anything to be done in or about the License Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area. During Use Days, PG&E shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area.

(e) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with

PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

7. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

8. Indemnity. PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. The indemnification obligations of PG&E under this Section 8 shall survive the expiration or earlier termination of this License Agreement.

9. Insurance. PG&E shall at all times during the Term of this License Agreement self-insure in accordance with **EXHIBIT C**.

10. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License

Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Exhibits. Exhibits A, B, and C attached to this License Agreement are a part hereof and incorporated herein by this reference.

(g) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(h) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(i) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

WEST PLACER UNIFIED SCH DIST

By: _____

By: 
Audrey Kilpatrick

Name: _____

Name: _____

Its: _____

Its: Asst Supt of Business Svcs and Operations

Date: _____

Date: 5/26/20

EXHIBIT A



EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 2 of the License Agreement, shall be sent to Audrey Kilpatrick at the following email address: akilpatrick@wpusd.org

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

Stan Brandl

Audrey Kilpatrick

EXHIBIT C



EORM & Insurance Department
249 Market Street / N4S
4th Floor
San Francisco, CA 94102

STATEMENT OF SELF-INSURANCE PROGRAM

May 1, 2019

Issued to: To Whom It May Concern

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use the location for a Community Resource Center in the event of a Public Safety Power Shutoff (PSPS) event.

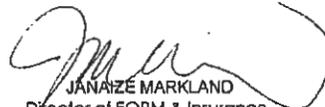
This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

- Commercial General Liability: \$5,000,000 each occurrence / \$5,000,000 aggregate
- Employer's Liability: \$1,000,000 each accident
- Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

This letter shall remain in effect until the termination of the agreement.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E, and note there is no expiration date.


 JANAIZE MARKLAND
 Director of EORM & Insurance
 Pacific Gas & Electric Company

SI Certification Letter
File: PGE-246.01

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approve Contract Between Renaissance Learning
And WPUSD/Foskett Ranch Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Supt. - Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

School Site Funds

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is between Renaissance Learning and Western Placer Unified School District/Foskett Ranch Elementary School for the subscription for Accelerated Learning services at the school site. The agreement term is for the 2020-21 school year. The \$3,412.00 fee will be paid with school site School Site Funds.

RECOMMENDATION:

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

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Foskett Ranch Elementary School - 2017477

1561 Joiner Pkwy
Lincoln, CA 95648-2969
Email: clauritzen@wpusd.org

Reference ID: 405816

Created: 06/10/2020

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$3,412.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$3,412.00

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

By signing below, you

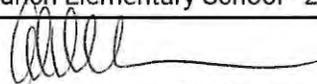
- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the US Privacy Notice located at <https://doc.renlearn.com/KMNet/R60990.pdf?int=https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

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

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

Renaissance Learning, Inc.	Foskett Ranch Elementary School - 2017477
	By: 
Name: Ted Wolf	Name: Audrey Kilpatrick
Title: VP - Corporate Controller	Title: Asst Supt of Business Svs and Operations
Date: 06/10/2020	Date: 6/8/20
	Invoice Date:

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

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

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2342118

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

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

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

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

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

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Quote Details					
Foskett Ranch Elementary School - 2017477					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	220	\$7.15	\$0.00	\$1,573.00
Star Reading Subscription	07/01/2020 - 06/30/2021	220	\$4.95	\$0.00	\$1,089.00
Platform Services					
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Foskett Ranch Elementary School Total				\$0.00	\$3,412.00

©Copyright 2020 Renaissance Learning, Inc. All rights reserved.
 All logos, designs, and brand names for Renaissance's products and services, including but not limited to Accelerated Reader, Freckle, myIGDIs, myON, myON News, Renaissance-U, Renaissance Place, Schoolzilla, Smart Start, Star Assessments, Star Custom, Star Early Literacy, Star Math, Star Reading, Star CBM, and Renaissance, are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States. All other product and company names should be considered the property of their respective companies and organizations.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Approve Resolution #19/20.34 - Designation of Applicants Agent Resolution for Non-State Agencies

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

No Cost

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached Designation of Applicants Agent Resolution for Non-State Agencies form is requires board approval in order to be eligible to receive funding from the State of California Governor's Office of Emergency Services. The resolution is valid for three years from the date of approval and can be used for all open and future disasters in California. This approval is one of the first steps towards filing with the Federal Emergency management Agency (FEMA) in order to submit a Request for Public Assistance (RPA) for eligible for reimbursements for protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials. Administration plans to submit an RPA with FEMA once the incident period for the disaster event closes. As the current COVID-19 event incident remains open the effective deadline the RPA is also open.

RECOMMENDATION:

Administration recommends that the Board ratify Resolution #19/20.34 - Designation of Applicants Agent Resolution for Non-State Agencies.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Trustees OF THE Western Placer Unified School District
(Governing Body) (Name of Applicant)

THAT Superintendent, OR
(Title of Authorized Agent)
Assistant Superintendent of Business & Operations, OR
(Title of Authorized Agent)
Director of Business
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Western Placer Unified School District, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Western Placer Unified School District, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) FEMA-4482-DR-CA (COVID-19)

Passed and approved this 25th day of June, 2020

Paul Long - President
(Name and Title of Governing Body Representative)
Brian Haley - Vice President
(Name and Title of Governing Body Representative)
Damian Armitage - Board Member
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Paul Carras, duly appointed and Clerk of
(Name) (Title)
Western Placer Unified School District, hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Trustees of the Western Placer Unified School District
(Governing Body) (Name of Applicant)
on the 25th day of June, 2020.

(Signature) Clerk
(Title)

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:

Fun Run (APEX) for
Carlin C. Coppin Elementary

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

CCC Site Funds

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with APEX Fun Run and Carlin C. Coppin Elementary School to promote and raise funds for Carlin C. Coppin Fun Run Race for the 2020-21 school year. The Services includes to plan, organize, market, promote, and conduct the Teacher Huddle, Pep Rally, daily customer service and the Race.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between APEX Fun Run and Carlin C. Coppin Elementary School.

EVENT AGREEMENT

This Event Agreement (the "Agreement") is entered into effective as of the 28 day of April, 2020, by and between **APEX FUN RUN** (hereinafter "Apex") and Carlin C. Copper Elementary ("Customer"). Customer's profile: Grades K-5; Population # 430 FRL% 41.

WHEREAS, Customer desires to organize a Fun Run and conduct related promotional and educational activities (collectively, the "Race") commencing on May 10th, 2021, and continuing through May 21st, 2021 (the "Term"), in order to promote Customer as well as raise funds for Customer's desired needs or purposes. WHEREAS, Apex is in the business of organizing, marketing, and putting on fundraising events such as the Race, NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the parties hereto do hereby agree as follows:

1. **Apex Services.** Apex agrees to plan, organize, market, promote, and conduct the Teacher Huddle, Pep Rally, daily customer service, and the Race. Such services shall include the following: (i) marketing and promotional activities in connection with the Race in order to increase participation including presentations to students and teachers; (ii) contracting with sponsors (provided that any sponsors shall be subject to Customer's approval); (iii) coordinate the Race course design/layout, as well as coordinate all water stations, starting lines, and finish lines; (iv) maintain commercial general liability insurance with minimum policy limits of \$1,000,000 per occurrence to cover liability for bodily injury or property damage arising out of Apex's activities in connection with the Race.

2. **Customer Cooperation.** Customer agrees to cooperate with Apex in the performance of Apex's activities pursuant to this Agreement. Customer agrees to provide Apex with reasonable access to students and teachers in order to promote the Race and increase participation as well as to provide leads to Apex for other marketing and sponsorship activities in order to increase total revenue for the Race. Customer grants to Apex the right to use its name and its marks during the term of the Agreement solely for purposes of marketing and promoting the Race. Customer agrees to use Apex's online system, including, subject to applicable law, providing Apex the student's name and grade, and Customer agrees to send out a communication to parents notifying them of the event and that their participation is optional. Any funds received directly by Apex staff in connection with the Race will be promptly remitted to Customer and will be paid in accordance with Paragraph 3 below.

3. **Fees.** Upon execution of this Agreement, Customer shall pay to Apex a booking fee of \$750 (the "Booking Fee", waived for the first year). Upon any cancellation of the Agreement by Customer (other than due to default by Apex), Apex shall be entitled to retain the Booking Fee as its liquidated damages and not as a penalty. All entry fees and sponsorship fees shall be paid to Customer. Apex will be paid a percentage of funds collected, and the Customer shall retain the following percentage of funds collected, based on total amount collected from the Race: between 50-75% (see attached table). A minimum of 4 rounds of collections is required. If the customer opts to give percentage of what is raised directly back to the teachers, that percentage comes from the customer's funds, not from the Apex cut. The option to gift this percentage to teachers is recommended by Apex, but not required, and should be determined by the customer.

4. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party substantially fails to perform or observe any of its obligations under this Agreement and such failure continues for a period of ten (10) days after written notice to said party.

5. **Force Majeure.** Apex will use its good faith efforts to conduct the Race on the scheduled day for the Race; provided, however, that Apex shall not be responsible for damages that result from delays or postponements of the Race due to circumstances beyond its reasonable control. No party shall be responsible for events beyond its reasonable control.

6. **Notice.** Any notice hereunder shall be in writing and shall be effective: (i) the next business day following deposit with a reputable courier service for overnight delivery; or (ii) three (3) business days following deposit in the United States Mail, postage prepaid, when sent by certified mail. All notices shall be forwarded to the address below:

Apex Fun Run

Customer Contact Info:

Email: scaylor@wpusd.org

Phone: 916-645-6390

7. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original instrument.

8. **Exclusivity.** Customer agrees that the Race shall be their only major fundraising activity for the semester in which the Race occurs. Failing to do so could hurt the success of the Race and cause Apex to lose money. Apex reserves the right to charge up to 60% in some cases to cover costs. Customer initials: _____

9. **Contract Notes:** (we will use backpacks for lap counters, program dates/items or any additional changes)

APEX:
APEX FUN RUN REPRESENTATIVE

CUSTOMER:

Signature: _____
Name: Natalie Reynolds
Title: Sales Manager

Signature: 
Name: Kerry Callahan
Title: Deputy Supt.

EVENT AGREEMENT (CONT.)

Below is the pricing table from Section 3 in the Event Agreement:

Apex Flex Price Scale			
Min Collected	Max Collected	School %	Apex %
\$100,000	+	75%	25%
\$95,000	\$100,000	74%	26%
\$90,000	\$95,000	73%	27%
\$85,000	\$90,000	72%	28%
\$80,000	\$85,000	71%	29%
\$75,000	\$80,000	70%	30%
\$70,000	\$75,000	69%	31%
\$65,000	\$70,000	68%	32%
\$60,000	\$65,000	67%	33%
\$55,000	\$60,000	66%	34%
\$50,000	\$55,000	65%	35%
\$45,000	\$50,000	64%	36%
\$40,000	\$45,000	63%	37%
\$35,000	\$40,000	62%	38%
\$30,000	\$35,000	61%	39%
\$28,000	\$30,000	60%	40%
\$26,000	\$28,000	59%	41%
\$24,000	\$26,000	58%	42%
\$22,000	\$24,000	57%	43%
\$20,000	\$22,000	56%	44%
\$18,000	\$20,000	55%	45%
\$16,000	\$18,000	54%	46%
\$14,000	\$16,000	53%	47%
\$12,000	\$14,000	52%	48%
\$10,000	\$12,000	51%	49%
\$0	\$10,000	50%	50%

Customer Initials: _____ (this confirms you have seen this portion)

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of 2020-2021 Contract with Document Tracking Services

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Base - Pupil Testing

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Document Tracking Services (DTS) for document support in the development of our Local Control Accountability Plan (LCAP), School Site Plans, and Local Education Agency Plan (LEAP). It is a renewal of an annual contract.

RECOMMENDATION:

Administration recommends that the Board approve the contract proposal agreement between Document Tracking Services and Western Placer Unified School District.



LICENSING AGREEMENT

This Agreement effective **July 1, 2020**, is made and entered into by **Western Placer Unified School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$2,730**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a**) a specific template provided by CDE or; **b**) any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c**) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Date: June 3, 2020

Licensee

By: 

Date: 6/3/20

Western Placer Unified School District



Account Name	Document	Language	Words	Fee
Carlin C. Coppin Elementary School	2019 SPSA	Spanish	7,543	\$1,018
Creekside Oaks Elementary School	2019 SPSA	Spanish	9,234	\$1,247
First Street Elementary School	2019 SPSA	Spanish	7,591	\$1,025
Glen Edwards Middle School	2019 SPSA	Spanish	6,340	\$856
Lincoln High School	2019 SPSA	Spanish	6,040	\$815
Phoenix High School	2019 SPSA	Spanish	4,419	\$597
Sheridan Elementary School	2019 SPSA	Spanish	5,241	\$708



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2020 School Accountability Report Card, English & Spanish (CDE Template)
2. 2020 School Plan for Student Achievement (CDE Template)
3. Others to be identified as needed.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Document Tracking Service, LLC

2 Business name/disregarded entity name, if different from above
Document Tracking Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.
10225 Barnes Canyon Road, Suite A200

6 City, state, and ZIP code
San Diego, CA 92121

7 Use account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. This TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

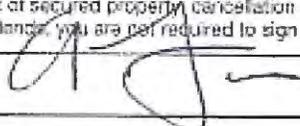
Social security number								
			-				-	
OR								
Employer identification number								
2	0	-	3	4	6	9	2	5
								4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **1/1/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



June 3, 2020

Western Placer Unified School District
600 Sixth St., Ste. 400
Lincoln, CA 95648

Re: Document Tracking Services

INVOICE #9564808

Pursuant to the licensing agreement between Western Placer Unified School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [7/1/20 to 7/1/21]: \$2,730
13 schools and District Personnel = 14 sites
License Agreement includes up to 5 documents

DTSforms Service

DTSforms Service: \$395
District Office Only
License Agreement includes up to 5 Custom Forms

Translation Services

2020 Spanish School Accountability Report Card: \$1,050
\$150 x 7 School Accountability Report Cards
2020 Spanish School Plan for Student Achievement: \$6,266
Detailed Word Count and Fee Schedule Provided on Page 2 of Invoice
Word Count to be Reviewed at Time of Translation

Total Balance Due: \$10,441

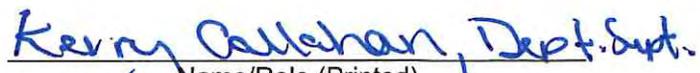
Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Thank you!


Approved Per Payment (Signature)


Name/Role (Printed)

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of 2020-2021 Contract with Wellness Together, Inc.

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Supplemental

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract with Wellness Together, Inc. is for enhanced mental health counseling for our students and their families. Wellness Together staff will provide services to all schools based on need and priority. The need for this additional support was discussed and approved through the LCAP committee.

RECOMMENDATION:

Administration recommends that the Board approve the contract between Wellness Together Inc. and Western Placer Unified School District.

AGREEMENT FOR SERVICES OF COUNSELING CONSULTANT (SCHOOL-BASED COUNSELING SERVICES)

THIS AGREEMENT ("Agreement") is made and entered into this 12th Day of May, 2020 between Western Placer Unified School District, 600 Sixth Street, Lincoln, CA 95648, (hereinafter "District") and Wellness Together, Inc., a California nonprofit corporation, 5701 Lonetree Boulevard, Suite 210, Rocklin, California, 95765 (hereinafter "Consultant"). The term of this Agreement shall be from August 20, 2020, to June 11, 2021.

RECITALS

- A. District provides educational and educationally related counseling to school-age children and their families, and in the conduct of that business desires to have certain services, as a consultant, to be performed by Consultant.
- B. Consultant agrees to perform these services for District under the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises set forth in this Agreement, it is agreed by and between District and Consultant as follows:

1.0 Engagement of Consultant as Independent Contractor

District hereby agrees to engage Consultant to support the overall counseling goals of District. In performance of this Agreement, Consultant is an independent contractor, the District being interested only in the result obtained. The manner and means of conducting the work will be under the sole control of Consultant. However, all work performed under this Agreement will be done in accordance with the provisions of this Agreement and be subject to the continuing right of inspection by the District's representatives.

Consultant will be entirely and solely responsible for all acts and the acts of Consultant's agents and employees while engaged in the performance of the work contracted for. Consultant is not an employee of District and is not entitled to the benefits provided by District to its employees, including, but not limited to, District group insurance and pension plans. Consultant may practice its profession for others during those periods when Consultant is not performing work under this contract for the District. District may, during the term of this Agreement, engage other independent contractors to perform the same work that Consultant performs under this

Agreement.

Consultant personally, and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless District, absolutely and without limit, against all claims, demands, suits, or judgments, asserted, made or recovered by any and all persons whomsoever on account of the acts or omissions of Consultant, Consultant's agents or employees, arising out of and during the performance of the work contracted for under this Agreement. Similarly, Consultant agrees to indemnify District for loss or damage to any of District's property or equipment used or obtained in connection with the work to be performed under this Agreement.

2.0 Limitation on Delegation of Personal Services by Consultant

The work and services provided for in this Agreement shall be performed by Consultant, and no person other than regular associates or employees of Consultant shall be engaged in such work or services except on written approval of District, provided that this provision shall not apply to secretarial, clerical, routine mechanical, and similar incidental services needed by Consultant to assist in the performance of this Agreement.

3.0 Nature of Work

Consultant will perform consulting and advisory services on behalf of District with respect to all matters relating to or affecting the integration and implementation of supplementary counseling support services for District students in a safe, encouraging, and supportive manner in an individual and/or group setting, relevant and specific to the needs of the participating students. These services may be conducted in person or online if applicable.

Specific services may include, but will not necessarily be limited to, the following:

- A. School-based services:
 - 1) Individual counseling sessions
 - 2) General psychosocial interventions
 - 3) Group counseling sessions

B. Community referrals

Upon discontinuation of School-based services, as set forth above, the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in

an agency setting, by separate Agreement with Consultant, at their own expense.

- C. Family engagement sessions
- D. Classroom presentations
- E. Collection, analysis, and provision of certain non-personally identifying process data in aggregate to the District.

To the extent that the District desires Consultant to perform additional work beyond the foregoing and/or in excess of the staffing requirements described in Paragraph 4.0, below, the District may request those additional services, in writing and will pay Consultant for those additional services.

4.0 Consultant Staffing

Consultant's staffing shall include, but will not necessarily be limited to, the following:

- A. Any combination of Mental Health Specialist I positions (MHS I) and/or Mental Health Specialist II positions (MHS II) to a total and average 94 hours per week within the District.

I) MHS I

- (1) Holds a bachelor degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field and has completed a minimum of 12 units. Individuals enrolled in a Pupil Personnel Services Credential program in the state of California may also be eligible to hold this position.

II) MHS II

- (1) Registered Associate or licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.

- B. One (1) clinical supervisor, and

C. One (1) organizational leadership and support staff member.

5.0 Payment

District will pay Consultant the total sum of ONE HUNDRED FIFTY THOUSAND EIGHT HUNDRED SEVENTY NINE DOLLARS AND FORTY TWO CENTS (\$150,879.42) for the work required to be performed pursuant to this Agreement, as follows:

Any number of Mental Health Specialist I (MHS I) or Mental Health Specialist II (MHS II) positions to equal an average of 94 weekly hours in the District.

\$150,879.42	Total cost of Licensed Supervision, Program Administration, Program Costs and Wages for MHS I or MHS II for 36 weeks
-0-	Cost of Living Adjustment (COLA) based on Consumer Price Index, West Region - January 2019 - 1.9% based on 2019-2020 Total (\$150,879.42) \$3,018.71 (<i>Suspended for 2020/2021, due to COVID-19</i>)
<u>\$150,879.42</u>	<u>Total Cost of Contract</u>

Consultant shall be paid in accordance with monthly invoicing from Consultant. Up to Four (4) of the days may be used as paid training days. Consultant shall invoice the District by the 5th of the same month during which services are to be provided. The District shall pay Consultant within fifteen (15) calendar days of the invoice date. Consultant shall not be compensated in arrears. To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has paid, Consultant shall refund any unearned fees upon termination.

However invoiced, Consultant shall not be entitled to more than \$150,879.42 for the 2020-2021 school year for the basic services described in Paragraphs 3.0 & 4.0, above. Any additional work specifically requested by the District as set forth in Paragraph 3.0, above shall be in addition to this amount.

6.0 Communications to District

From the time this agreement commences until its termination, Consultant shall communicate and channel to District all knowledge, business, and service contacts, and any other matters of information that could concern

or be in any way beneficial to the business of District, whether acquired by Consultant before or during the term of this agreement; provided, however, that nothing shall be construed as requiring such communications where the information is lawfully protected from disclosure as a matter of law.

Any such information communicated to District as mentioned shall be, and remain, the property of District notwithstanding the subsequent termination of this agreement.

Consultant will work and coordinate with one designated administrator as a point of contact for each school site for purposes of referral processes, location of counseling services, office space, and data collection and sharing.

Consultant will provide District with documentation and processes that ensure parent/guardian permissions and attention to student privacy as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as appropriate.

7.0 Control of Work and Workers by Consultant

Consultant shall have sole control of the manner and means of performing this Agreement and shall complete it according to Consultant's own means and methods of work. Consultant shall direct the performance of Consultant's agents and employees.

8.0 Furnishing of Materials and Equipment

All materials and equipment needed by Consultant to carry out the work to be performed by Consultant under this Agreement shall be furnished by Consultant at Consultant's expense. Notwithstanding the foregoing, the District shall at its expense provide Consultant with a confidential, safe, furnished office with secure WiFi/Internet (recommended speed of 50 Mb/s), adequate student supervision during transitions, reasonable technical assistance, and other standard utilities, at each campus location from which Consultant may perform in-person or telehealth services.

9.0 Place of Performance of Services

The services to be performed under this Agreement shall be performed at the District's place of business at the address set forth above and other District locations as District may determine.

10.0 Hiring of Employees

Consultant shall have full authority to employ qualified and experienced workers in carrying out the terms of this Agreement and shall be responsible for, and in full control of, such workers. Persons hired by Consultant shall be employees of Consultant and are to be paid by Consultant alone at such compensation as Consultant deems proper, subject to applicable law. Consultant alone shall have the right to discharge workers in Consultant's employment.

11.0 Supervision by Consultant

Consultant shall superintend, either personally or through a job supervisor, representative or employee, as the case may be, the execution of all work covered by this Agreement. If Consultant uses a job supervisor, representative or employee, as the case may be, Consultant agrees that such individual shall be competent and qualified and shall give his or her personal attention to the work under this Agreement at all times, and shall represent Consultant with full power to act on matters pertaining to this Agreement.

12.0 Right of District to Supervise and Inspect

Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to District's general right of inspection and supervision to secure the satisfactory completion of it in accordance with generally accepted counseling standards and principles.

District shall designate a representative or representatives who shall have access at all reasonable and appropriate times for the purpose of observing or inspecting the work performed by Consultant to judge whether such work is being performed by Consultant in accordance with this Agreement. However, the actual performance and superintendence of all work shall be by Consultant. Such representative or representatives shall be empowered to act for the District in all matters relating to Consultant's performance of work under this Agreement. Any and all of District's foregoing right to observe and supervise Consultant's work is subject to and conditioned on any applicable privacy laws, and the reasonably accepted privacy and confidentiality concerns of patients for whom Consultant is providing services. To the extent there is any conflict or question between District's right to supervise or observe and the privacy rights of patients, the latter will control.

13.0 Clearances

All clearances required to provide service in a public school district in the State of California will be arranged and executed by and at the expense of Consultant. To the extent possible, District will reasonably assist and inform Consultant of such required clearances.

14.0 Additional Compensation

Except for the provision allowing the District to request Consultant perform additional counseling work described in Paragraph 3.0, above, the parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement (except as stated in Paragraph 3.0), then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

15.0 Insurance

Consultant will carry and maintain throughout the period of this Agreement, at Consultant's sole cost, workers' compensation liability insurance in an approved company or companies, to cover all classifications of work contemplated by this Agreement, and also will carry and maintain throughout the period of this Agreement:

1. Public liability insurance in an approved company or companies, within the limits of one million dollars (\$1,000,000.00) for each person, and three million dollars (\$3,000,000.00) for each incident. Certificates of insurance coverage shall be furnished when requested by District within thirty (30) days.
2. State workers compensation coverage as required by law. Employees liability with a limit of not less than \$1,000,000.00.

This insurance shall be adequate to protect both Consultant and District from all liability on account of injury or damage done to the persons or property of any and all persons during or in consequence of the performance of the services contracted for. The maintenance of such insurance will not in any manner affect Consultant's obligation to indemnify company, as provided herein, but maintenance of the approved insurance shall be a condition precedent to the payment to Consultant of compensation for the work and services provided for in

this Agreement.

All consultant policies shall contain an endorsement providing that written notice shall be given to District at least thirty (30) days prior to termination, cancellation or reduction of coverage in the policy.

16.0 Compliance with Laws and Regulations

In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, state or federal, as to all its employees engaged in the performance of work under this Agreement. Consultant further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on this subject. Consultant further agrees to furnish District, on request, a certificate or other evidence of compliance with state or federal laws covering contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.

17.0 Duration

1. This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on August 20, 2020, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.
2. Upon mutual agreement of the Parties, this Agreement may be extended up to 3 years with an annual Cost of Living Adjustment (COLA) applied for each extension year. The Parties shall negotiate a reasonable COLA, and may use the "All Urban Consumers" CPI for "All of California" as created by the Dept. of Industrial Relations, with January to January as the term of increase.

18.0 Assignment

This Agreement is personal to the parties and may not be assigned by Consultant, in whole or in part, without the prior written consent of the

District.

19.0 Representative's Authority

Consultant shall have no right or authority, either express or implied, to assume or create, on behalf of the District, any obligation or responsibility of whatsoever kind or nature.

20.0 Indemnification

Consultant agrees to indemnify District, its officers, agents, board, representatives, and employees, against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of Consultant's work under this Agreement that are caused in whole or in part by Consultant's negligent act or omission, or that of anyone employed by Consultant for whose acts Consultant may be liable.

21.0 Contract Governed by Law of State of California

The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and under and pursuant to the laws of the State of California and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern, to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

22.0 Waiver or Modification Ineffective Unless in Writing

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by a duly authorized representative of both parties to this Agreement.

23.0 Written Notice

1. All communications regarding this Agreement should be sent to Consultant at the address set forth above unless notified to the contrary.
2. Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

24.0 District's Obligation on Termination of Agreement by Consultant

If, during the term of this Agreement, Consultant should fail or refuse to

perform the services contemplated, or be unable to perform these services, District's obligation to make any payments shall cease, except that District shall pay Consultant for all work actually performed through the effective date of termination.

25.0 Mediation

Any differences, claims, or matters in dispute arising between the parties out of this Agreement or connected with this Agreement shall be submitted by them to mediation (the cost of which shall be split equally) prior to either Party commencing litigation.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____ California, on the dates designated below.

DISTRICT



Superintendent or Designee
Western Placer Unified School District

6/3/20

Date

CONSULTANT

Marlon Morgan, Executive Director, or Designee
Wellness Together, Inc.
Taxpayer ID: 81-1653329

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:

Approval of 2020-2021 Contract with
Cyber High

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Supplemental

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached 2020-2021 contract is for "Cyber High," an accredited online high school course completion system through the Fresno County Office of Education. This is an annual contract renewal and supports our online credit completion program and our LCAP Goals.

RECOMMENDATION:

Administration recommends that the Board approve the contract proposal agreement between Cyber High and Western Placer Unified School District.



CYBER HIGH USE LICENSE AND SERVICE AGREEMENT
("Agreement")

Legal Doc. No. of this Signed Agreement: _____

COVER

<p>CLIENT</p> <p>"Client": Western Placer Unified School District Attn: Scott Leaman, Superintendent, or Authorized Designee 600 Sixth Street, Suite 400, Lincoln CA 95648 Phone: (916) 645-6350 FAX: (916) 645-6356 Email: sleaman@wpusd.k12.ca.us</p>	<p>FCSS/CYBER HIGH</p> <p>"FCSS" or "Cyber High": Fresno County Superintendent of Schools Attn: Rob Cords, Director, Cyber High Fresno County Superintendent of Schools 1111 Van Ness Avenue, Fresno, CA 93721 Phone: (559) 265-4067 Email: rcords@fcoe.org</p>
<p>CONTRACT TERM (see § 3.1)</p> <p>"Effective Date": September 1, 2020 "Termination Date": August 31, 2021</p> <p>CYBER HIGH PRODUCTS. FCSS shall provide to Client each "Cyber High Product" that is marked below, collectively "Cyber High Products" (mark each applicable):</p>	
<p><input checked="" type="checkbox"/> District or COE Level Agreement _ School Site Level Agreement _ Other: _____</p> <p align="center"><i>All High School Students Enrolled at the Following Sites/Programs are to be Included Under this Agreement:</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>Phoenix High School, Lincoln High School</p> </div>	
<p><input checked="" type="checkbox"/> "Cyber High Courses": Access by Client Users to all courses, curriculum, tools, and resources available on-line on Cyber High. Cyber High Courses do not include Supplementary Materials (see Section 1.2.7, General Terms and Conditions).</p> <p><input checked="" type="checkbox"/> "Professional Development Training": Upon request by Client, FCSS will provide professional development training for Client Users at a maximum rate of one training per Contract term at Client's District Office or another mutually agreeable location. Training services for Clients within California, who exceed a one-hundred-mile radius of 1111 Van Ness Avenue, Fresno, CA 93721, or those that justify an overnight stay due to the timing of the training, will be separately invoiced for \$500. Any training taking place outside of California will be separately invoiced for \$1500.</p> <p><input checked="" type="checkbox"/> "Grade Report": Upon Client User Student passing a five unit course, FCSS will make Official Grade Report digitally available to the Student's school of record. It is incumbent upon each Client User to ensure that Cyber High courses have been added to the approved course list of each contracting school so that proper credit may be awarded to Client User Student upon course completion.</p> <p><input checked="" type="checkbox"/> "Client User Support": FCSS will provide support to Client Users via telephone and email Monday through Friday, except for holidays and periods of closure, during FCSS' normal business hours.</p> <p><input type="checkbox"/> "Other Products"(specify):</p>	
<p>CONTRACT AMOUNT. Client shall pay each "Plan Payment" that is marked below (collectively "Contract Amount") to FCSS (mark and complete as applicable, and attach exhibit if required):</p> <p><input checked="" type="checkbox"/> PLAN PAYMENT YEAR 1 – UNLIMITED USE PLAN: \$15,206.00</p>	<p>PAYMENT SCHEDULE. Client shall pay the Contract Amount to FCSS according to the following "Payment Schedule" (mark and complete as applicable):</p> <p><input checked="" type="checkbox"/> SCHEDULE 1/PLAN PAYMENT YEAR 1: Entire amount of Plan Payment Year 1 due within 30 days of the "Effective Date" of this contract.</p>

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a **“Party”** and collectively as the **“Parties,”** have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT

FCSS

By: 

Scott Leaman, Superintendent
or Authorized Designee

By: _____
Jim Yovino, Superintendent
or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Use License and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
- Article 4 Indemnity
- Article 5 Dispute Resolution
- Article 6 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

SECTION 1.1 RECITALS AND REPRESENTATIONS.

- 1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively "**Cyber High**").
- 1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and Students. Cyber High offers an additional education opportunity for Students who wish to accelerate their education, including high-risk Students, credit recovery, Students in continuation schools, alternative education, home schooling, adult Students, mobile Student populations, and incarcerated populations.
- 1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.
- 1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), regarding Student records, Student privacy, and the use and disclosure of Student records and information.
- 1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties' rights and obligations relating to the Cyber High Products and this Agreement

SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

- 1.2.1 **CLIENT USERS.** Each Student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually "**Client User**" and collectively "**Client Users**") shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.
- 1.2.2 **USE LICENSE.** FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively "**FCSS Product**") and such FCSS Product shall remain FCSS' property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.

- 1.2.3 TERMS OF USE/LICENSING AGREEMENT/EXAM POLICY. Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement/Exam Policy that is in effect and posted on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement/Exam Policy. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement/Exam Policy, the provision in the Terms of Use/Licensing Agreement/Exam Policy shall govern as between the Parties.
- 1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products, or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support education, and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.
- 1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.2.6 HARDWARE/SOFTWARE. Cyber High is made available to Client Users over the Internet through a web-browser interface. To access Cyber High, Client Users must have a suitable Internet connection, access to an appropriately configured computer, appropriately configured computer network, and utilize a supported browser, of which FCSS has no responsibility to provide to any Client User.
- 1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. **"Supplementary Materials"** include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory supplies and/or equipment.
- 1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User Student to access and use Cyber High Courses or other Cyber High Products.
- 1.2.9 CONTROLLING ACCESS. It is the responsibility of the Client to immediately deactivate access to Cyber High for Client staff who should no longer have access to Cyber High Student records/data.

SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

- 1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.
 - 1.3.1.1 PLAN PAYMENT 1 – If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.
- 1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement/Exam Policy at any time.
- 1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or Student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively "**Confidential Materials**") are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern.

SECTION 1.6 STUDENT RECORDS. Student records include any information directly related to a Student that is maintained by Client or acquired directly from the Student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own Student-generated content by requesting such content in writing, and within the period of Student accessibility. The period of accessibility for Student or Client User shall not exceed the termination date of this contract. The parents or legal guardians of a Student, or a Student who is 18 years or older, may review Personally Identifiable Information in the Student's records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of Student records including, but not limited to, designating and training responsible individuals on ensuring the security and confidentiality of Student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential Student records. In the event of an unauthorized disclosure of a Student's records, FCSS shall report such disclosure to the affected parent, legal guardian, or Student as follows: immediately and in writing. FCSS shall not use any information in a Student record for any purpose other than those required or specifically permitted by this Agreement. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g ("FERPA") and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to Student's rights of confidentiality. To the extent FCSS will have access to "education records" for Client's Students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

SECTION 1.7 DISPOSITION OF DATA. During the Contract Term marked on the Cover, the Client User has full access and the ability to download all stored Client User data, to include Student work, records, etc. To maintain compliance with Student privacy regulations, if this contract is not renewed for the following term, **WITHIN 60 DAYS AFTER THE TERMINATION DATE OF THIS AGREEMENT, ALL PERSONALLY IDENTIFIABLE STUDENT INFORMATION WILL BE IRREVERSIBLY PURGED FOR CLIENT USER STUDENTS COVERED UNDER THIS AGREEMENT. NEITHER THE CLIENT USER NOR FCSS/CYBER HIGH WILL BE ABLE TO RETRIEVE ANY STUDENT WORK, RECORDS, OR DATA THEREAFTER.**

If the Client has not secured all needed data, the Client may request by certified letter that FCSS/Cyber High provide the following digital file(s): Excel file containing all identifying and demographic data and/or a PDF containing a copy of all Student grade reports. Such a request must be received by FCSS on or before the Termination Date marked on the Cover.

ARTICLE 2 PAYMENT.

SECTION 2.1 GENERAL. As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

SECTION 2.2 TAXES. Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION OF A WRITTEN AGREEMENT DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by either Party.

3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

3.2.2.1 MATERIAL BREACH BY CLIENT. If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products.

3.2.2.2 MATERIAL BREACH BY FCSS. If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User Students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement.

SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS. Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure") provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party ("**Indemnitor**") shall indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

ARTICLE 5 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The

provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy of any notice and demand by facsimile to:*** General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client must adopt all Cyber High courses as part of Client's approved course list. Upon Client User course completion, FCSS will issue and mail the Official Course and/or Unit completion Grade Report to the registrar of the Client User's permanent school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance to Client's school and/or prevailing District policy. / /

**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 Revised Memorandum of Understanding between the Western Placer Teachers' Association and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

ENCLOSURES:

Memorandum

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and the Western Placer Teachers' Association approve of this revised Memorandum of Understanding. This agreement is regarding extending the deadline to notify the District regarding the election of retiree health benefits.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the revised Memorandum of Understanding between Western Placer Unified and the Western Placer Teachers' Association.

MEMORANDUM OF UNDERSTANDING
Between the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
and the
WESTERN PLACER TEACHERS ASSOCIATION
June 1, 2020

INTRODUCTION

The Parties hereby agree to the following terms for the 2019-2020 school year, which is a Memorandum of Understanding renewable by mutual agreement. This Memorandum of Understanding and revision applies to current members of the Western Placer Teacher's Association (WPTA). All parties must continue to follow the terms in the WPTA/WPUSD collective bargaining agreement. This MOU is in effect from April 30, 2020-June 1, 2020.

1. The language in section (G) of Article XIV: Employee Benefits shall be modified as follows for certificated employees when this MOU is in effect:

Retiree Benefits

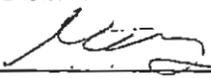
G. Benefit (E.2.c.) is only available to employees who:

1. Submit, in writing, their letter of retirement between the dates of July 1 and ~~March 31,~~ June 1, 2020 and
 2. Elect, in writing, to receive this benefit.
2. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.
 3. This MOU shall be governed by and controlled in accordance with the laws of the State of California.
 4. The MOU is contingent and shall become effective upon approval by the Western Placer Teacher's Association as evidenced by the signature of WPTA and WPUSD designees below.

Dated: 6/1/20

Dated: 6/1/20

For the District:



Gabe Simon, Assistant Superintendent
of Personnel Services

For WPTA:



Barret Hess, Chief Negotiator

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Memorandum of Understanding between Davis Joint Unified School District and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

ENCLOSURES:

Memorandum

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and Davis Joint Unified School District approve of this Memorandum of Understanding. This agreement is regarding teacher induction and support for an Agriculture teacher at Lincoln High School as part of the California Agricultural Teachers' Induction Program.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Memorandum of Understanding between Western Placer Unified and Davis Joint Unified School District.



2020-2021 MEMORANDUM OF UNDERSTANDING
 for the
California Agricultural Teachers' Induction Program
 between
Davis Joint Unified School District
 and



Western Placer Unified School District (Participating District or LEA)

 School District/LEA Name Here

General

This Memorandum of Understanding (MOU) is entered into between the Davis Joint Unified School District (DJUSD) – Local Educational Agency (LEA) for the California Agricultural Teachers' Induction Program (CATIP) – and the participating district or LEA listed above (referred to as "District" in this MOU) to participate in the California Agricultural Teachers' Induction Program.

The effective date of this MOU is September 1, 2020 – June 30, 2021. The terms of this agreement shall remain in force unless mutually amended.

Purpose

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties of agreement and to set forth the operative conditions that govern this partnership. The assumption of continued partnership for the **2021-2022** school year is made unless the District notifies the CATIP in writing on or **prior to January 31, 2021.**

Responsibilities – General

A) CATIP agrees to:

- 1) Provide support for direct program administration to conduct the accredited induction program per guidelines set forth by the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE);
- 2) Provide office space, equipment, and meeting space for program activities;
- 3) Facilitate a process for equitable distribution of services to Teacher Candidates and Mentors in all participating districts and schools;
- 4) Convene a Teacher Induction Program Advisory Committee, establish regular meetings, and provide data on program requirements and clear credentialing;
- 5) Establish and maintain accurate program records and reports;
- 6) Maintain State of California approval and accreditation as an Induction Program and Credentialing Agency;
- 7) Advise Teacher Candidates about their involvement in the Induction Program and provide formative feedback about candidates' progress toward completion of the program;
- 8) Recommend for the California Clear Credential and process all credential applications for eligible Teacher Candidates;
- 9) Arrange for and monitor University of California, Davis Extension continuing education units for Teacher Candidates and 1st and 2nd year Mentors;
- 10) Provide the California Agricultural Teachers' Induction Program Assessment System materials to Teacher Candidates and Mentors (e.g. individualized learning plans, weekly conversation logs, curriculum, etc.);
- 11) Provide training in the California Agricultural Teachers' Induction Program coursework, including the Teaching Performance Expectations (TPE), California Standards for the Teaching Profession (CSTP), student academic and CTE content standards, Agriculture and Natural Resources Model Pathway Standards, and Induction Standards to Teacher Candidates and Mentors;
- 12) Provide relevant and research-based mentoring skills training to Mentors;
- 13) Provide induction program information to site administrators/district coordinator;
- 14) Select, monitor, and supervise professional development facilitators in accordance with Induction Program Standards;
- 15) Provide materials, facilitation, and presentation support for professional development facilitators;
- 16) Develop and establish contracts with outside vendors for professional services as needed Teacher Candidates/Mentors professional development and support;
- 17) Provide the Advisory Board, district superintendents and site administrators with information, clarify roles and responsibilities, and provide verification and accountability specific to the teacher credential process;

California Agricultural Teachers' Induction Program (CATIP)

School District MOU 2020-2021

CATIP

- 18) Communicate with and advise District Human Resources departments, credential analysts, and school personnel regarding Induction, hiring implications, and procedures for compliance;
- 19) Establish and maintain an accountability system for all participants;
- 20) Collaborate with the Capital Region Induction Network Team, the Induction Consortium (Bay Area), and state-wide agricultural education stakeholders regarding the Induction Program;
- 21) Collaborate with Cluster Region One and California Commission on Teacher Credentialing for appropriate support and training and ensure participation at Cluster and Statewide program meetings; and
- 22) Supply reports and other information to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) as requested on all matters related to program requirements and activities.

B) The District agrees to:

- 1) Appoint a liaison who serves as the programmatic contact in the district, who normally oversees all activities within the district related to induction services and assumes the responsibilities of communicating with the California Agricultural Teachers' Induction Program (including notifying CATIP when a candidate leaves before the end of the school year, providing follow-up on Mentors and Candidates not meeting requirements, etc):

Gabe Simon
Name of District Coordinator
916-645-5293
Phone

gsimon@wpusd.org
Coordinator's Email Address
600 6th Street Suite 400
Mailing Address

- 2) Establish a point of contact in District Accounts Payable for invoicing communication:

Brooke Barker
Name
916-645-6350
Phone

bbarker@wpusd.org
Email Address
600 6th Street Suite 400
Mailing Address

- 3) Establish a Purchase Order for invoicing coordination:

TBD
PO #

\$2,250
PO Amount (\$2,250/Candidate/Year)

(If candidate will be paying for the program themselves indicate that here)

- 4) Confirm candidate availability for program participation according to criteria established by the Commission on Teacher Credentialing and the California Agricultural Teachers' Induction Program.
- 5) Separate CATIP formative assessment information from district employment evaluations.
- 6) Provide an update about participation with CATIP to the district's governing board during the tenure of this MOU.
- 7) Participate in CATIP evaluation.
- 8) Superintendent or designee coordinator/administrator maintains an informal position on the Teacher Induction Advisory Board for program networking, implementation, compliance, and program evaluation;
- 9) The Administrative member of the Advisory Board or District coordinator/ administrator may bring concerns or suggestions for change to the Advisory Board for discussion by submitting proposals no later than two weeks prior to the next Advisory Board meeting for inclusion on the agenda;
- 10) Advisory Board Representative and/or District Coordinator disseminate program information to site and district administrators, clarify roles and responsibilities of all program participants, and communicates program information to participants;
- 11) Upon hire, advise eligible Teachers about their responsibilities for Induction, enroll eligible candidates, and gather candidate credentialing information as needed by the Induction office. All teacher candidates who are teaching on a preliminary credential should be evaluated for eligibility. CTE Teachers are eligible to complete credential requirements, including

California Agricultural Teachers' Induction Program (CATIP)

School District MOU 2020-2021



- application for preliminary credential with prerequisites met. Teachers who have intern credentials may also be eligible if they have recently completed the intern program and have been granted a preliminary credential;
- 12) Ensure that Human Resources personnel and credential analysts are appropriately trained in protocols of advice and assistance to Induction Candidates;
 - 13) Provide appropriate credential and advisement information to the CATIP office;
 - 14) Select Mentors according CATIP Standards Qualifications¹;
 - 15) Approve a Mentor to each Teacher Candidate according to CATIP Policies and in a timely way, within 30 days of program enrollment, that allows the pair to begin working together when teaching begins and not less than an average of 1 hour per week;
 - 16) Conduct early site and/or district-based program information orientations that include information designated on the California Agricultural Teachers' Induction Program "Administrator Meeting" form;
 - 17) Ensure that all staff administrators with Mentor(s) and/or Teacher Candidate(s) on staff complete the Program's annual survey regarding the Induction Program;
 - 18) Establish working conditions for Teacher Candidates aligned with CATIP Standards;
 - 19) Ensure that Teacher Candidates have core curriculum materials and appropriate content frameworks;
 - 20) Encourage that all Teacher Candidates have course assignments with English Language Learners sufficient to allow completion of the English Language requirements of the Clear Credential and accordance with CATIP policies and accreditation;
 - 21) Provide Teacher retention data to Induction Program upon request;
 - 22) Provide Mentor release time for observation of the Teacher Candidates as required by the Induction activities (2 observations required each year);
 - 23) Provide Teacher Candidates release time for observation of colleagues, reflection, and professional development activities tied to their Individual Learning Plan (ILP) as required by the Induction activities (2 observations required each year);
 - 24) In the event of need, provide Mentor release time for Mentor training as required by the Induction program (for the Mentor's first and second years);
 - 25) Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities;
 - 26) Process payment for authorized contracted services; and
 - 27) Provide projection estimates of participating Teachers for the 2021-2022 school year to California Agricultural Teachers' Induction Program by May 15, 2021 for continuing participants and in a timely manner, June 30, 2021 forward, for new participants.

Responsibilities – Fiscal

- A) CATIP, in its association with YSCTC and DJUSD (accrediting agency with certification capacity as LEA), agrees to the overall fiscal responsibility for the funding of the administration of the program, including:
- 1) Invoice the District through the Accounts Payable contact (named in 'Responsibilities-General B.2') for each credential candidate per billing method selected below:
 - Billing will occur in September for \$2,250 per academic year with a Net 30-day return.
 - Billing will occur in September for the amount of \$1,125 and January in the amount of \$1,125 to total \$2,250 per academic year with a Net 30-day return on each billing.
 - Candidate Self-Pay: Billing will occur monthly, beginning September through May with a Net 30-day return. 9-installments in the amount of \$250, to total \$2,250 per academic year.
 - 2) Assume overall fiscal responsibility for the administration of Induction funds and documentation required by the CDE and CCTC;
 - 3) Develop and maintain a balanced budget that reflects program priorities and implementation of the approved induction plan;
 - 4) Abide by the Teacher Expenditure Guidelines;
 - 5) Provide a stipend payment for each program Facilitator in accordance with CATIP Consortium and Facilitator memoranda of understanding.

California Agricultural Teachers' Induction Program (CATIP)

School District MOU 2020-2021

CATIP

B) The District agrees to:

- 1) Approve the designation of a Mentor¹, by CATIP, to each credential candidate (novice teacher) within the first 30 days of the participant's enrollment in the program;
- 2) Coordinate any potential compensation of the identified Mentor¹ at the District's rates and policies. Any remuneration to the mentor will be outside of CATIP's purview, and above the annual program cost named herein;
 - i) Compensation to the mentor is suggested to be \$1,500/candidate/year, but is at the absolute discretion of the District's policies, hiring practices, and collective bargaining obligations.
- 3) Compensate the identified Mentor for each Teacher Candidate according to rates, policies and procedures at the District-level.
- 4) The California Agricultural Teachers' Induction Program must be informed of any changes to this language at least two weeks prior to the start of the Mentor's obligation to their candidate(s);
- 5) Payment for services from the California Agricultural Teachers' Induction Program to be **\$2,250** per Teacher Candidate per year, non-refundable, no proration;
- 6) Process Mentor and other payments in a timely way based upon approved MOUs and other budget documents; and
- 7) Provide Mentors and Teacher Candidates release time for training and observation in accordance with CTC regulations and program (CATIP) guidance.

Program Participation

Insofar as permitted by law, Davis Joint Unified School District (LEA for YSCTC and CATIP) shall assume the defense and hold harmless District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of Davis Joint Unified School District, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, the District shall assume the defense and hold harmless the Davis Joint Unified School District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of the District, its officers, agents or employees, arising out of their performance under the terms of this agreement.

Compliance with Applicable Laws

This Memorandum of Understanding shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable.

Other Conditions

Any and all products developed by California Agricultural Teachers' Induction Program are the exclusive property of the California Agricultural Teachers' Induction Program. Schools, districts, their employees, staff and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the written permission of the California Agricultural Teachers' Induction Program.

¹ The District approves Mentors who:

- Possess a valid Professional Clear Teaching Credential and a minimum of 5 years of verified effective teaching experience in the context and content area of the candidate's teaching assignment (i.e. similar teaching assignment, grade level, type of school, etc.);
- Have been identified by CATIP, attend professional development organized by CATIP, and are agricultural educators in good standing with CATIP;
- Have a demonstrated commitment to professional learning and collaboration;
- Have the time, ability, willingness, and flexibility to meet candidates' needs for support; and
- Will act as an ambassador of the California Agricultural Teachers' Induction Program.

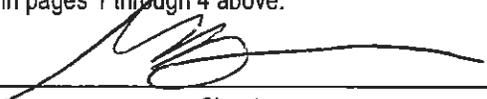
California Agricultural Teachers' Induction Program (CATIP)
School District MOU 2020-2021



Signing Process:

1. The School District gains approval and completes appropriate signatures through district processes and policies;
2. The School District Returns signed MOU to CATIP office via email or regular postal service (4632 2nd Street, Suite 120, Davis, Ca 95618);
 - a. This shall be completed by September 1st for candidates enrolling in the program by September 1st, and by February 1st for those candidates enrolling mid-year.
3. CATIP will place MOU on DJUSD Board of Education Agenda for consent and signature;
4. CATIP will return a fully executed copy of this document to the School District for its records.

The parties signed below, as the signatory representatives for their associated organizations, affirm their commitment to the stipulations outlined in pages 1 through 4 above.



Signature
Gabriel Simon

Printed Name
Assistant Superintendent of Personnel

Title
gsimon@wpusd.org

Email
Western Placer Unified School District

Organization

Signature
Bruce Colby

Printed Name
Chief Business Officer

Title

Date
Davis Joint Unified School District

Organization

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

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
<ol style="list-style-type: none">1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students2. 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 Acknowledgement
between Kingsley Bogard LLC and
the Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

ENCLOSURES:

Signed Acknowledgement

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and Kingsley Bogard LLC approve of these acknowledged rates. The rates are for legal services provided to the District by Kingsley Bogard LLC.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the acknowledgement between Western Placer Unified and Kingsley Bogard LLC.



KINGSLEYBOGARD

ATTORNEYS

Email: lmoore@kblegal.us

May 22, 2020

VIA EMAIL ONLY

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

Re: Kingsley Bogard LLP
Billing Rates for Fiscal Year 2020/2021

Dear Superintendent Leaman:

The current fiscal picture presents challenges and funding issues for the public sector. We view ourselves as part of your management team. That is why our rates will not change for the coming fiscal year.

Set forth below are Kingsley Bogard's hourly rates for 2020/2021.

Partner	\$295 - \$315
Senior Associate	\$280
Associate	\$200 - \$260
Paralegal	\$140 - \$165
Of Counsel	\$295

Please sign the enclosed acknowledgment and return a copy to us by email.

We are in an era of change. As a team, we will find solutions.

Very truly yours,

KINGSLEY BOGARD LLP

LINDSAY K. MOORE

LKM:tc
Enclosure

00142345.1



KINGSLEYBOGARD

ATTORNEYS

**ACKNOWLEDGMENT OF
2020/2021 FISCAL YEAR
LEGAL SERVICES BILLING RATES**

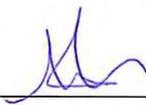
Partner	\$295 - \$315
Senior Associate	\$280
Associate	\$200 - \$260
Paralegal	\$140 - \$165
Of Counsel	\$295

Please acknowledge receipt of Kingsley Bogard's 2020/2021 fiscal year billing rates for legal services by signing and returning this form to:

Lindsay K. Moore
Kingsley Bogard LLP
600 Coolidge Drive, Suite 160
Folsom, CA 95630
lmoore@kblegal.us

FOR: WPUJD

Date: 5/26, 2020

Signature: 

Name: Superintendent

Title: Scott Lee

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

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

AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

ENCLOSURES:

Agreement

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

**MEMORANDUM OF UNDERSTANDING
July 1, 2020 – June 30, 2021**

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

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

Responsibilities

The PCOE Education Specialist Intern Credential Program agrees to the following:

1. Employ a Program Administrator and clerical support to perform services as described in the CCTC Common, Precondition and Program Standards.
2. Provide workspace and technical support to the Program Administrator and clerical support.
3. Design, provide and maintain a high-quality, rigorous and integrated preparation program that includes Preservice coursework, 120 hours, and a two year internship concurrent with two years of credential coursework that includes a total of 510 hours of instruction in a combination of in-class instruction, online learning and learning labs.
4. Establish and maintain accurate records and provide reports in accordance with CCTC requirements.
5. Recruit, employ, and evaluate coaches who provide a minimum of 60 hours of job-embedded support and are matched within 10 days of the intern's enrollment in the program if the intern does not hold an English Learner authorization.
6. Pay a stipend of up to \$3,000 per intern (plus benefits) directly to the coach (stipends to be paid quarterly) and \$1,000 per unit for course instructors (paid at the end of course).
7. Provide program coaches and faculty with initial and ongoing professional learning, goal setting and efforts to support diversity and excellence (Common Standard 1)
8. Provide district coaches 10 hours of training.
9. Provide interns, faculty and coaches access to an online learning management system.
10. Convene an Advisory Team (partner coordinators, PCOE personnel, program representatives and university partners), meeting a minimum of two times each year, to plan, evaluate and revise the program based upon state and CCTC updates, program data, and stakeholder data and feedback. Provide electronic updates as needed.
11. Provide each intern with advisement, systematic support, supervision, and feedback in collaboration with the district coach and Intern Program coach.

12. Collaborate with District to ensure that interns receive a minimum of 144 hours of support, coaching, supervision for each year of the two year Intern Program and an additional 45 hours of support and supervision specific to meeting the needs of English learners for interns who enter the program without valid English Learner authorization as outlined in Ed Code 44321.
13. Submit recommendation for the California Preliminary Education Specialist Mild/Moderate or Moderate/Severe Credential for all interns who know and demonstrate knowledge and skills necessary to educate and support effectively all students in meeting state-adopted academic standards (Common Standard 5) and successfully complete the program requirements.

The District agrees to the following:

1. Ensure that interns hired within the District are employed as the teacher of record in an assignment that aligns with the credential being pursued. Ensure that the intern is teaching a minimum of .5 FTE in a face-to-face instructional setting with the same group of students on a daily or weekly basis.
2. Certify that interns do not displace certificated employees in the District (Precondition 10).
3. Appoint a district curriculum coordinator and human resources representative and/or designee who will serve as a liaison to PCOE, provide feedback to the Induction Program on the quality of intern preparation (Common Standard 2) and attend Advisory Team meetings a minimum of two times per year.
4. Provide the District Coordinator dedicated time to fulfill the following roles and responsibilities:
 - a. Assign a qualified District Coach who meets the Commission's identified criteria:
 - i. Coach is not the interns evaluator nor affiliated with personnel/Human Resources
 - ii. Valid corresponding Clear or Life Credential
 - iii. Three (3) years of successful teaching experience
 - iv. English Learner authorization
 - v. Experience closely matches their teaching assignment, including grade level and subject matter, and their credential.
 - vi. For interns who have not yet completed the English Learner preparation, the district coach must be assigned within the first 10 days of serving as teacher of record on the intern credential.
 - vii. Are committed to attend coaching training and meetings and to meet on a regular basis.
 - viii. Display willingness to work collaboratively with colleagues, PCOE staff and interns.
 - ix. Serve as a role model for the teaching profession and embrace a positive attitude towards students and teaching.
 - x. Demonstrate leadership skills, curriculum expertise, and knowledge of district resources.
 - b. Develop and implement a Professional Development Plan for interns in consultation with PCOE. The plan shall include all of the following:
 - i. Provisions for an annual evaluation of the intern.
 - ii. A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - iii. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild to moderate disabilities.
 - iv. Instruction during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild to moderate disabilities.

- c. Provide training to teacher/intern regarding:
 - i. District orientation outlining district resources, procedures and policies
 - ii. State-adopted curriculum frameworks, and locally-adopted texts and instructional materials.
 - iii. Identification and referral of students for special education services; the IEP process; and collaboration with others related to special education students.
 - iv. District-adopted instructional program for English Learners; the use of adopted materials (including how to provide access to the core curriculum); assessment of students' English proficiency (ELPAC); and available resources for the instruction of English Learners.
 - v. Classroom and site accident prevention strategies; collaboration with other agencies/families regarding student health and safety; the school's crisis response plan and emergency procedures; the adopted health curriculum (within the context of the teaching assignment); reporting requirements regarding child abuse and neglect; state and local permitted health topics (including family life and sex education) and parents' rights regarding instruction in health.
- d. Coordinate and monitor support and mentoring a minimum of 84 hours each year of the two year Intern Program and interns who enter the program without valid English learner authorization receive an additional 45 hours of support and supervision specific to meeting the needs of English learners as outlined in Ed Code 44321.
5. Provide the district coach with an opportunity to participate in 10 hours of PCOE coach training.
6. If utilizing a District-employed program coach to provide the 60 hours of program coaching, participate and follow coach hiring requirements and employment conditions which include, but are not limited to:
 - a. Possession of a clear teaching credential
 - b. Minimum of 3 years of effective teaching experience
 - c. Knowledge of the context and the content area of the intern's teaching assignment
 - d. Demonstrate effective coaching interpersonal and communication skills
 - e. Demonstrate a commitment to professional learning and collaboration
 - f. Ability, willingness, and flexibility to meet individual intern needs for support
 - g. Complete required coach training and program activities
 - h. Identify and assign a coach, who is not intern's evaluator or affiliated with personnel/Human Resources, to each intern within the first 30 days of enrollment in the program, making the match according to credentials
 - i. Coordinate the reassignment of a District coach if either the coach or intern makes the written request that is approved by PCOE
7. Provide intern with release time from instruction on a limited basis, as needed, to observe other credentialed teachers, to meet with district coaches and faculty.
8. Provide candidate and district coach (if applicable) with technology and technology resources to complete electronic coursework in the program learning management system and engage in online program events.
9. The Individual Learning Plan (ILP) completed by the intern must be implemented solely for the professional growth and development of the intern and not for evaluation for employment purposes (Precondition 5).
10. Provide reimbursement to coach for mileage to school sites outside of Placer County (if applicable).
11. Notify PCOE, in writing, in the event an intern's employment changes.



**PLACER COUNTY OFFICE OF EDUCATION
EDUCATION SPECIALIST INTERN PROGRAM**

12. Upon program completion, provide the intern with a letter that verifies years of employment in an intern position with the District.

Other conditions PCOE and District agree to:

Ownership of Materials

All products and materials developed by the Education Specialist Intern Credential Program are the exclusive property of PCOE. District and PCOE employees, staff, and subcontractors shall not have the right to disseminate, market or otherwise use the products or materials without the expressed written permission of PCOE's designee.

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

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

Candidate Employment Status

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

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

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

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



LEADERSHIP & LEARNING COLLABORATIVE

PLACER COUNTY OFFICE OF EDUCATION
EDUCATION SPECIALIST INTERN PROGRAM

Placer County Office of Education

By: [Signature]
Signature of Authorized Official

By: [Signature]
Gayle Garbolino-Mojica

Title: Assistant Superintendent Personnel

Title: Placer County Superintendent of Schools

Date: 6/18/20

Date: June 12, 2020

Please sign and return to Bonnie Boone, PCOE Intern Program, 360 Nevada St., Auburn, CA 95603 or bboone@placercoe.org

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Agreement with
Cabrillo Unified School District and
Western Placer Unified School District –
Food Services

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Food Service Fund

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Cabrillo Unified School District and Western Placer Unified School District for the receipt of USDA Foods as determined by the California Department of Education, Nutrition Services Division and Food Distribution Program. The services include Cabrillo Unified School District ordering, maintaining, receiving and storing all USDA Foods on behalf of WPUSD. These services will be paid with the Food Service Fund.

RECOMMENDATION:

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

**Cabrillo Unified School District
498 Kelly Ave.
Half Moon Bay, CA 94019**

**ASSIGNMENT OF USDA DONATED FOOD
DIRECT DIVERSION PROJECT**

This assignment is entered into between **Western Placer Unified School District**, hereafter known as “Assignor”, and Cabrillo Unified School District, hereafter known as “Assignee” to commence services July 1, 2020.

Whereas, Assignor is a member district of the Schools Linked in Commodities (SLIC) Cooperative (SLIC Coop), a California cooperative consisting of public school agencies for the purchase of obtaining and purchasing U.S. Department of Agriculture (USDA) Brown Box, USDA Processed End Products, Department of Defense Fresh Fruits and Vegetables, and Commercially Purchased food and supplies for school food services.

Whereas, Assignee is the Lead Agency of the SLIC Coop with authority to contract for USDA Foods, other food and supplies, and related services on behalf of the Assignor.

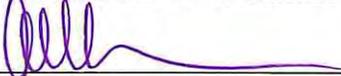
It is hereby agreed that:

1. Both parties must remain eligible for receipt of USDA Foods as determined by the California Department of Education, Nutrition Services Division and/or Food Distribution Program.
2. Entitlement and “Fair Share” of USDA Foods, based on the Total Lunches Served (TLS) of the Assignor is assigned to the Assignee.
3. The Assignee is responsible for the ordering, receiving, storing and distribution of all USDA Foods, on behalf of the Assignor, according to policy and regulation as designated by the California Department of Education, Nutrition Services Division and/or Food Distribution Program and the USDA.
4. The Assignee will maintain an inventory management system that will fully account for all USDA Foods, including all raw/processed food items in storage as well as raw and processed product held at a Processor.
5. The Assignee is responsible for paying all FDS charges for the shipping and handling, as well as other associated costs incurred for the delivery or diversion of USDA Donated Commodity Foods, on behalf of the Assignor.

6. Should a loss of USDA Foods being held for the Assignor occur due to, but not limited to, theft, spoilage, etc., the Assignee is responsible to the California Department of Education, California Department of Education, Nutrition Services Division and/or Food Distribution Program and the USDA for the Fair Market Value of the food item(s). The reporting of any loss of USDA Foods is the responsibility of the Assignee.
7. Both the Assignee and Assignor are responsible for compliance with the USDA California Department of Education, Nutrition Services Division and/or Food Distribution Programs policies and regulations.
8. The Assignment will remain in force until such time as written notification has been given by the Assignor to the Assignee and the California Department of Education Food Distribution Program of its termination.
9. The Fee to be paid by Assignor directly to the Lead Agency/Assignee will be:
 - a. Annual Membership fee
 - b. Fee per case/unit of USDA Foods accepted and delivered for State Administrative Fee. (Assignee collects and pays this fee to the California Department of Education, Food Distribution Program on behalf of the member district).
 - c. Fee per case/unit of DOD Fruits and Vegetables accepted and delivered for State Administrative Fee. (Assignee collects and pays this fee to the California Department of Education, Food Distribution Program on behalf of the member district).

ASSIGNOR

District: Western Placer Unified School District



 Signature

Audrey Kilpatrick

 Printed Name

Asst. Supt. Business & Operations

 Printed Title

DATE: 6/17/20

ASSIGNEE/LEAD DISTRICT

Cabrillo Unified School District

 Signature

Sandra K. Jonaidi

 Printed Name

Director

 Printed Title

DATE: _____

Important Contact Information:

Lead District

Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94019
Attn: Sandra Jonaidi
Phone: 650-712-7167
Fax: 650-726-0279

SLIC Coop Administrator/Distributor

Gold Star Foods
3781 E. Airport Dr.
Ontario, CA 91761
Attn: Stephanie Ewing
Phone: 530-295-7055
Fax: 909-843-9639

California Department of Education

Food Distribution Program
1430 N Street, Suite 4503
Sacramento, CA 95814
Attn: Marina Soto
Phone: 916-324-0577
Fax: 916-327-4004

**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:

Ratification of Proposal for the Installation and Configuration of Access Control System at Scott M. Leaman Elementary School from Ojo Technology

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Michael Adell 
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Measure N

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

Yes

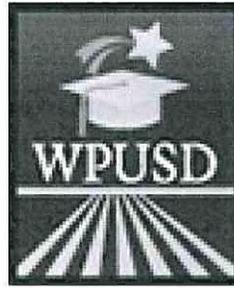
BACKGROUND:

The Scott M. Leaman Elementary School Project will include door hardware and an access control system as part of the scope of work. The access control system will be the new standard specification for new construction and modernization projects throughout the District.

Because of an expeditious schedule for completion and economic means, it is in the District's best interest to purchase and install the access control system through a proposal procured by the California Multiple Award Schedule (CMAS) under a piggyback contract pursuant to Public Contracts Code Section 20118. The District has selected Ojo Technology through contracts (#3-18-84-0022T, #3-18-84-0022R and #3-19-70-2890G)) procured and authorized by the California Department of General Services effective December 4, 2017 through February 27, 2023. The door hardware and software was purchased in June 2019. District staff has now received an acceptable price proposal from Ojo Technology to complete the installation and configuration of the fully functional access control system at Scott M. Leaman Elementary School for a total cost of \$15,253.92.

RECOMMENDATION:

Staff recommends that the Board of Trustees ratify the proposal for the installation and configuration of Access Control System at Scott M. Leaman Elementary School from Ojo Technology.



OJO TECHNOLOGY™
Leader in Video and Access Control Security

2019

Anthony.krolik@ojotech.com

Ojo Technology

Thank you once again, for the opportunity to meet your building service needs and for the confidence you have placed in us. Our goal is your complete satisfaction. Please call on us whenever we can be of further assistance.

Per our recent conversation/job walk enclosing the following proposal.

STATEMENT OF WORK

It is hereby under agreement between Western Placer Unified School District and Ojo Technology to provide labor for installation services, Project Management, and other special services

INSTALLATION AND CONFIGURATION

Labor for the following services are included in this proposal

- A. Configuration of Locks at Scott M. Leaman Elementary School (SMLES)
- B. Configuration of the PIMS at SMLES
- C. Configuration of Avigilon System for SMLES
- D. Basic Troubleshooting to resolve issues that may have arisen during time of installation and configuration
- E. Basic Configuration of Avigilon Access Control
 - a. Such as the creation and configuration of:
 - i. Access Levels
 - ii. Groups
 - iii. Schedules

EXCLUSIONS

No additional hardware or equipment are provided in this proposal, this is labor only

The following Configurations are excluded at this time

- Advanced Configuration such as 'Lock Down'
- The data entry and configuration of users and/or cards

BILL OF MATERIALS

TOTALS:	
Materials:	\$ -
Labor:	\$ 15,253.92
Sales Tax:	\$ -
Software:	\$ -
Shipping and Handling:	\$ -
Maintenance:	\$ -
Total:	\$ 15,253.92

Anthony Krolik | [Ojo Technology, Inc.](#) | Territory Account Manager

 anthony.krolik@ojotech.com

 (C) |  916.289.4361

TERMS & CONDITIONS

Terms and Conditions

THESE SALES TERMS AND CONDITIONS (these "Terms and Conditions") apply to any proposal or quotation rendered to a current or prospective customer ("Customer") by Ojo Technology, Inc. ("Ojo") and any order or sale of "Systems" (as defined below) by Ojo Technology to Customer, unless the parties expressly agree in writing that these Terms and Conditions do not apply or have entered into a separate, signed agreement covering the purchase of the Systems. "System" or "Systems" means an Ojo Technology-supplied IP Video Surveillance (IPVS) system as described in a purchase order (a "P.O.") accepted by Ojo Technology as specified below.

1. **Orders.** Subject to the following sentence, these Terms and Conditions and each P.O. accepted by Ojo Technology will constitute the entire agreement between Customer and Ojo Technology with respect to the purchase, sale and delivery of the Systems described in such P.O. Any terms or conditions stated by Customer in any order or other document that are different from, or in addition to, these Terms and Conditions, will be of no force and effect and are expressly rejected, and no course of dealing, usage of trade, or course of performance will be relevant to explain or modify any term expressed in these Terms and Conditions. Ojo Technology is not obligated to accept any P.O. from Customer. Once a P.O. is accepted in writing by Ojo Technology, Customer's order cannot be canceled without the written consent of Ojo Technology. Ojo Technology will have the right to cancel and/or hold any and/or all PO's placed by Customer and any and/or all shipments of Systems, regardless of any prior confirmation or acceptance by Ojo Technology.

2. **Delivery.** Shipping and installation dates provided by Ojo Technology are estimates only. Delivery terms for all Systems will be FOB Ojo Technology's facility unless installation services are included. If Customer fails to take delivery of any Systems delivered to the delivery point at the designated delivery time, Customer will bear all subsequent storage related costs of holding such Systems until Customer takes delivery. Ojo Technology may invoice Customer for such Systems on the date when Ojo Technology attempts delivery to the delivery point.

3. **Title and Risk of Loss.** Notwithstanding any shipping terms to the contrary, title and risk of loss or damage to the Systems will pass from Ojo Technology to Customer when the Systems are (a) for orders placed by Ojo Technology on behalf of a Customer directly with a manufacturer or vendor, at the manufacturer's or vendor's facility; (b) for Systems with multiple components aggregated by Ojo Technology (e.g., collections of hardware) which are purchased by a Customer without installation or other services from Ojo Technology, at Ojo Technology's facility; and (c) for Systems purchased with installation services from Ojo Technology, at the installation location. Notwithstanding the above, Customer receives a license only to any software included in the Systems, and ownership of the software source code, intellectual property rights associated therewith and similar rights will remain with Ojo Technology or its licensors, as applicable, and will not transfer to Customer.

4. **Inspection; Acceptance.** Customer and Ojo Technology will perform a walk-through and System check following the installation of the Systems. This procedure will include a written "Acceptance Test" prepared by Ojo Technology that is unique to each installation, with check-boxes for each item reviewed. Customer will be deemed conclusively to have accepted such Systems on the earlier of (a) Customer's acknowledgment and acceptance of the applicable Acceptance Test, or (b) 15 days following Customer's receipt of the Acceptance Test unless before such time Customer has notified Ojo Technology in writing of any specific defects in the Systems. If the Customer notifies Ojo Technology within such 15 day period and identifies specific defects in the Systems, Ojo Technology will have the opportunity to confirm and to fix such defects. Ojo Technology reserves the right to inspect and test the Systems and to make the final determination if any component thereof is defective or not. If any defect cannot be fixed, Customer may return defective hardware to Ojo Technology subject to any return limitations imposed on such hardware in warranties provided with respect to such hardware by the manufacturer, vendor or Ojo Technology. If Ojo Technology has not installed the Systems, Customer may return non-defective hardware to Ojo Technology provided such hardware is in the original shipping and packing material, in original factory configuration and condition, and is fully resalable. Any such returns are subject to shipping, return and/or restocking fees and to any other return limitations imposed on such hardware in warranties provided with respect to such hardware by the manufacturer, vendor or Ojo Technology.

5. **Installation Services; Customer Responsibilities.** If ordered by Customer and agreed to by Ojo Technology, Ojo Technology will provide one or more service specialist(s) at Customer's site to perform the installation of the System(s). Ojo Technology will (a) provide Customer with a completed installation record that identifies the installed Systems and the date of installation; (b) obtain an Acceptance Test from the Customer that the service delivery by Ojo Technology has been completed; (c) remove all packaging for the Systems for disposal; and (d) switch on and power up each System to verify correct operation. Ojo Technology's responsibilities for installation are complete when Ojo Technology has confirmed that the Systems are installed and operational and has delivered one copy of the installation record to Customer. Customer, at its expense and prior to delivery and installation of the Systems at Customer's address, will prepare the installation site in an appropriate manner and will cause the installation site to conform to any utility, climate control, and communication interface specifications that Ojo Technology or the manufacturers or vendors of the Systems may require. Customer and Ojo Technology will jointly select the installation locations for the cameras and other hardware prior to installation.

Customer will (i) follow any special pre-installation instructions provided by Ojo Technology; (ii) provide suitable workspace for Ojo Technology's services specialist(s) while working on Customer's premises; (iii) have the Systems at Customer's installation site and the prerequisites specified in the System specification list completed prior to the installation; (iv) confirm to the installation personnel the precise location for the installation of the Systems previously jointly determined by Ojo Technology and Customer; (v) provide appropriate power and network connectivity at the precise location of installation, unless such provisioning is included in Ojo Technology's scope of work; (vi) provide appropriate lifts and other "location access" equipment (or reimburse Ojo Technology for rental of the same if set forth on the P.O.); (vii) provide appropriate lighting for the Systems, unless such provisioning is included in Ojo Technology's scope of work; and (viii) ensure that Customer's customer representative will be on-site and available to answer any Customer specific questions pertaining to the installation, including System connectivity settings (if required). If Customer requires additional installation support outside the scope of the foregoing Ojo Technology installation services, such additional services may be available to Customer from Ojo Technology upon written agreement at additional cost.

6. **Training.** Customer will select personnel suitable to operate and use the System and confirm that such personnel demonstrate the competence necessary to manage and operate the Systems. Ojo Technology will provide such personnel with reasonable and appropriate training and instruction concerning the operation and use of the Systems by conducting a training session (not to exceed the number of hours specified in the P.O.) at a mutually convenient time at Customer's facility. Upon request from a Customer, additional training may be provided by Ojo Technology for additional cost. Customers who waive training, or permit untrained personnel to access to the Systems, will be solely responsible for damages caused by such personnel to the Systems and will be required to pay for support or repair services above and beyond what is covered in any Ojo Technology warranty.

7. **Prices.** The prices of Systems delivered will be as set forth in the P.O. If the P.O. provides that Ojo Technology will supply appropriate lifts and other location access equipment, Customer will be responsible for Ojo Technology's lift equipment rental fees, including if such fees exceed any estimate set forth in the P.O. Customer will also be responsible for any additional labor, rental or similar expenses incurred by Ojo Technology in the installation process as a result of Customer's breach of any of its obligations pursuant to Section 5, including without limitation problems affecting facility access during installation.

8. **Taxes.** Ojo Technology's prices and fees do not include any applicable sales, use, value-added, excise and/or withholding taxes, customs duties or fees, or import fees other than California sales tax. Any such taxes, import fees and other charges imposed in connection with the sale and delivery of the System, except income taxes imposed upon Ojo Technology, will be paid directly by Customer. In the event Ojo Technology pays any such fees, taxes, or charges, Customer will promptly reimburse Ojo Technology therefor.

9. **Payment Terms.** Ojo Technology will invoice Customer for Systems purchased upon attempted delivery of Systems or when installed, if applicable, whether a whole or partial order. Customer will pay no later than 30 days after the date of invoice. Furthermore, Customer will pay to Ojo Technology a late charge on any past due amounts at the rate of one and 1.5% per month or part thereof or the maximum amount permitted by law, whichever is less.

10. **Security Interest.** Customer hereby grants Ojo Technology, and Ojo Technology hereby retains, a purchase money security interest and lien on the Systems, wherever located, and all replacements or proceeds of the Systems, until the invoice for the applicable Systems is paid in full, including any late charges and costs of collection. Customer consents to Ojo Technology's use of these Terms and Conditions, as well as System invoices, as financing statements for protecting this security interest and appoint Ojo Technology as Customer's agent for service of process in connection therewith.

11. **Software.** Certain items of Systems may contain software or firmware ("Software"). Customer will acquire directly or through Ojo Technology as a licensed dealer or distributor any third party Software necessary for the Systems. With respect to any Software owned or created by or otherwise licensed to Ojo Technology, Ojo Technology hereby grants to Customer a non-exclusive license to use the Software solely in conjunction with the Systems sold by Ojo Technology for which Ojo Technology intends it to be used, for the duration of the useful life of such Systems and subject to the terms and conditions of these Terms and Conditions. Customer will not, without the prior written consent of Ojo Technology, (i) alter, modify, translate, or adapt any Software or create any derivative works based thereon; (ii) copy any Software; (iii) assign, sublicense or otherwise transfer the Software in whole or in part except in conjunction with the Systems; (iv) use the Software except with the Systems; or (v) use the Software in violation of the terms of any Ojo Technology or third party license.

12. **Marketing.** Upon Ojo Technology's request, Customer will provide a reasonably clear and evident statement on its web site to the effect that the Customer's IPVS Video Surveillance System is designed, installed and maintained, as appropriate, by Ojo Technology. Ojo Technology will provide the text of the statement. The statement will also include a link to Ojo Technology's website and Ojo Technology's logo. Customer will have a limited right to use the trademark(s) of Ojo Technology supplied by Ojo Technology for the specific purpose provided in this provision only. All rights and goodwill



associated with any trademark(s) provided by Ojo Technology shall remain the sole and exclusive property of Ojo Technology. Ojo Technology shall also have the right to identify Customer by name as a client of Ojo Technology in Ojo Technology's print, online and other marketing materials. Customer acknowledges that the pricing of the Systems is based on, among other matters, the marketing rights granted to Ojo Technology pursuant to this provision.

13. Indemnification. Customer will indemnify, defend, and hold harmless Ojo Technology and its affiliates partners, officers, directors, agents, employees, subsidiaries, parents, successors and assigns, against any and all losses, claims, damages and expenses (including attorneys' fees) arising out of or related to (a) Customer's modifications of, additions to and/or failure to maintain Systems; (b) Customer's breach of these Terms and Conditions; (c) Customer's omissions, misrepresentations, or negligence; or (d) any claim brought by a third party against Ojo Technology relating to Customer's use and operation of the Systems, including without limitation any claim brought in connection with any activity, criminal or otherwise, that was or should have been monitored by the Systems or any violation of privacy.

14. Independent Contractors. No provision of these Terms and Conditions will, or will be deemed to, create a partnership, joint venture or other combination between Ojo Technology and Customer. Customer and Ojo Technology are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is nor will claim to be a legal representative, partner, franchisee, agent or employee of the other party.

15. No Licenses Granted. Except for any Software included as part of the Systems, the sale of Systems to Customer does not convey to Customer any license or any other intellectual property rights in such Systems, including but not limited to any rights under any patent, trademark, copyright, or trade secret of Ojo Technology or any third party.

16. Restrictions on Use and Advisories. Customer will use the Systems furnished by Ojo Technology safely in accordance with the supplied documentation, and Customer will not, directly or indirectly, disassemble, decompile, reverse engineer, or analyze the physical construction of, any of the Systems for any purpose. Changes to Customer's facilities or operations may affect the operation and performance of the Systems. Hours of operation, lighting, wind and motion, building vibration, unusual sources of heat or moisture, and personnel access may affect event recording time and other operating parameters. Ojo Technology cannot and does not guarantee any level of criminal or inappropriate activity, either by the public, employees or any other party. Ojo Technology is not responsible for damages caused by theft, vandalism, computer hacking or other criminal acts. Customer, and not Ojo Technology, has sole responsibility for operating the Systems following Installation. Certain operational features and certain support and maintenance features require continuous Internet access. Lack of Internet connectivity may affect System operation and support. Shared network operation and/or network bandwidth limitations may affect system performance. Customer is responsible for proper Internet connectivity. Alteration or removal of camera settings, physical masking, or software masking may cause portions of the System to be in violation of privacy or other applicable laws.

17. Limited Warranty. The procedures set forth in Section 4 shall be Customer's sole remedy against defects in the Systems. Without limiting the foregoing, Ojo Technology provides no warranty for third party hardware or Software. Following the earlier of (a) Customer's acknowledgment and acceptance of the applicable Acceptance Test, or (b) 15 days following Customer's receipt of the Acceptance Test unless before such time Customer has notified Ojo Technology in writing of any specific defects in the Systems, all Customer inquiries to Ojo Technology will be billed at Ojo Technology's then-effective standard billing rates, unless Customer has purchased from Ojo Technology a contract for maintenance services, in which case such responses to such inquiries will be provided as described in Ojo Technology's Maintenance Services Terms and Conditions.

18. Remedies. If Ojo Technology receives written notice from the Customer describing specific defects in the Systems prior to the end of the period set forth in Section 17, Ojo Technology will, at its option, repair or replace the specific portion(s) of the Systems that are defective. If any defect cannot be fixed or Ojo Technology otherwise elects not to repair or replace such defect, Ojo Technology will refund to Customer a portion of the price of the entire System appropriately reflecting the portion of the System that is inoperable as a result of such defect.

19. NO OTHER WARRANTIES. THE FOREGOING REPRESENTS CUSTOMER'S EXCLUSIVE REMEDY, AND OJO TECHNOLOGY'S EXCLUSIVE LIABILITY, FOR ANY BREACH OF WARRANTY OR OTHER DUTY RELATED TO THE QUALITY OF SYSTEMS. OJO TECHNOLOGY MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE COVERED SYSTEM OR THE DOCUMENTATION, OR ANY SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS POLICY, INCLUDING MAINTENANCE AND SUPPORT. OJO TECHNOLOGY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

20. EXCLUSIONS OF LIABILITY. IN NO EVENT WILL OJO TECHNOLOGY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE COVERED SYSTEM OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF OJO TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. LIMITATIONS OF LIABILITY. THE ENTIRE LIABILITY OF OJO TECHNOLOGY FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SYSTEM WHICH IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION.

22. ALLOCATION OF RISKS. THE PROVISIONS OF THESE TERMS AND CONDITIONS ALLOCATE RISKS BETWEEN THE PARTIES. CUSTOMER AND OJO TECHNOLOGY AGREE THAT OJO TECHNOLOGY'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN.

23. Excusable Delays. Neither Ojo Technology nor Customer will be held responsible for delays in performance or failures of performance when caused by fires, strikes, epidemics, embargoes, directions of government, or other conditions of whatsoever nature or description beyond their respective control which may delay performance or render performance commercially impracticable; provided, however, that the affected party will immediately notify the other of the condition and the expected duration thereof.

24. Notices. All notices pursuant to these Terms and Conditions will be in writing and will be deemed to have been duly given upon being delivered personally, or upon receipt if mailed by certified mail, return receipt requested, or sent by telegraphic communication to the other party.

25. Entire Terms and Conditions. These Terms and Conditions, together with the P.O. and any written schedules or attachments hereto or thereto, constitute the entire agreement between the parties with respect to the subject matter of these Terms and Conditions and supersede all prior and collateral agreements, representations, negotiations, and writings. No representation, warranty, course of dealing, trade usage, term or condition not contained or referenced in these Terms and Conditions will be binding on either party.

26. Order of Precedence. These Terms and Conditions will control and have precedence over the provisions of any P.O. or other document from Customer.

27. Modification. These Terms and Conditions may not be modified except by a writing executed by Ojo Technology.

28. Assignment. Customer will not assign these Terms and Conditions, or any rights hereunder, without the prior express written approval of Ojo Technology. Any purported assignment without such approval will be null and void.

29. Severability. The invalidity, in whole or in part, of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision of these Terms and Conditions.

30. Governing Law. Any dispute arising in connection with these Terms and Conditions will be governed by the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction.

31. Venue. Customer consents to the exclusive jurisdiction of the courts of the State of California and the United States sitting in Alameda County, California, in respect of any legal action or proceeding related to these Terms and Conditions.

32. Attorney's Fees. In any litigation, arbitration or court proceeding between the parties, the prevailing party will be entitled to recover, in addition to any other amounts awarded, actual attorneys' fees and all costs of proceedings incurred in enforcing these Terms and Conditions.

33. Faxes. Signatures delivered via facsimile will be as binding as original signatures.

PAYMENT INFORMATION: Sales are subject to credit approval and a 50% down payment is required upfront. An invoice with the deposit amount will be sent to the customer upon receipt of the Purchase Order. The customer agrees to pay the balance within 30 days of project completion or delivery of goods.

Forms of Payment Accepted:

<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Bank Check	<input type="checkbox"/> Wire Transfer
-------------------------------	-------------------------------------	-------------------------------------	--

Please contact our Accounting Department at accounting@ojotech.com with questions regarding credit checks or payment options.

Signature _____

Print Name _____



Date _____

Western Placer Unified School District

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Donation Acknowledgement for
Rotary Club of Lincoln

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 25, 2020

ROLL CALL REQUIRED:

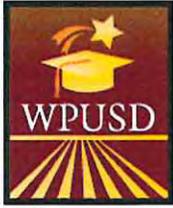
No

BACKGROUND:

A letter was sent to Rotary Club of Lincoln to thank them for a donation of \$5,019.84 to assist the District with internet connection for students who did not have regular access. The District can't thank Rotary enough for their generous donation and care of our students.

ADMINISTRATION RECOMMENDATION:

Administration is sharing the letter with the Board of Trustees.



**WESTERN PLACER
UNIFIED SCHOOL DISTRICT**

600 Sixth St, Suite 400, Lincoln CA 95648
Ph: 916-645-6350

Board of Trustees: Paul Long
Brian Haley
Paul Carras
Kris Wyatt
Damian Armitage

Superintendent: Scott Leaman

June 19, 2020

Rotary Club of Lincoln

Dear Rotary Club,

When the COVID-19 crisis hit our school in March of this year everything seemed to change for our students. The daily contact they had become accustomed to was transformed to staying at home for their educational needs. One of the challenges for many of our students was access to their school through the internet. Upon hearing this need, the Rotary Club of Lincoln stepped forward with a commitment to get our students connected! With a total donation of \$5,019.84 we were able to connect all students that requested assistance.

The District can't thank Rotary enough for their generous donation and care for our students. We know this is just one of the many things you do for our children and your help was greatly appreciated.

Scott Leaman
Superintendent
Western Placer Unified School District