

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](mailto:mgonzalez@wpusd.org) at least two hours before the start of the meeting.
2. **Telephone** - Call the Superintendent's Administrative Assistant at (916) 645-6350 by 12:00 p.m. on Tuesday, September 15, 2020 to submit a comment.
3. **Go To Meeting Participation** - Dial in using your phone

United States: +1 (646) 749-3122

Access Code: 143-940-837

Comments submitted by email, telephone or comments form will be placed into the record at the meeting but may or may not be read during the meeting call. We appreciate your patience during these extraordinary times. For questions, please contact Scott Leaman at (916) 645-6350 between 8:00 and 4:00 or email [sleaman@wpusd.org](mailto: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	6/1/2020	9/15/2020
Sheridan Elementary (K-5)	64	59	51
First Street Elementary (K-5)	447	462	421
Carlin C. Coppin Elementary (K-5)	441	454	381
Creekside Oaks Elementary (K-5)	609	612	448
Twelve Bridges Elementary (K-5)	652	663	581
Foskett Ranch Elementary (K-5)	412	409	377
Lincoln Crossing Elementary (K-5)	698	698	420
Scott Leaman Elementary (K-5)			482
Glen Edwards Middle School (6-8)	869	880	831
Twelve Bridges Middle School (6-8)	830	830	792
Lincoln High School (9-12)	2,071	2,018	2,123
Phoenix High School (10-12)	84	80	79
Atlas (K-12) (new 2019-2020)	40	34	33
SDC Program (18-22)	11	14	14
Non-Public Schools	31	32	31
<b>TOTAL</b>	<b>7259</b>	<b>7,245</b>	<b>7,064</b>

**SDC Pre-School**

Foskett Ranch	11
First Street/LIP	37
SLE	9

**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

**September 15, 2020**

WPUSD District Office/City Hall Building—Go To Meeting

600 Sixth Street, Lincoln, CA 95648

## AGENDA

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

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

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

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

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

Please join the meeting: Dial in using your phone United States +1(646) 749-3122 using **Access Code: 143-940-837**

Public comments regarding any item appearing on the agenda may be submitted by 12:00 p.m. on Tuesday, September 15, 2020. Individuals who wish to make a public comment to the Board of Trustees have two options. Choose only one option: 1. Make a VERBAL public comment (3 minute max), 2. Submit a WRITTEN public comment (500 word limit for public comment) which will be read during the Board meeting, as appropriate.

**5:00 P.M. START**

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

**4. COMMUNICATION FROM THE PUBLIC**

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

**5:05 P.M.**

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

**5.1 CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

**Regular Meeting of the Board of Trustees**

**September 15, 2020**

**Agenda**

---

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

**5.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No.  
CPF15-514477

**5.3 PERSONNEL**  
Public Employee Employment/Discipline/Dismissal/Release –

**5.4 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**  
Student Re-Entry - Student #19-20-C

**Open Session**

Please join the meeting: Dial in using your phone United States +1(646) 749-3122 using  
**Access Code:** 143-940-837

**To submit a public comment:** Email - Superintendent’s Administrative Assistant, Maria Gonzalez at [mgonzalez@wpusd.org](mailto:mgonzalez@wpusd.org) or Telephone – Call Superintendent’s Administrative Assistant at (916) 645-6350 by 12:00 p.m. on Tuesday, September 15, 2020.

Individuals who wish to make a public comment to the Board of Trustees have two options. Choose only one option: 1. Make a VERBAL public comment (3 minute max), 2. Submit a WRITTEN public comment (500 word limit for public comment).

**6:00 P.M.**

**6. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE –**

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

**6.1 Page 11- CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

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

**6.2 Page 12 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No.  
CPF15-514477

**6.3 Page 13 - PERSONNEL**  
Public Employee Employment/Discipline/Dismissal/Release –

**6.4 Page 14 - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**  
Student Re-Entry - Student #19-20-C

**Regular Meeting of the Board of Trustees**

**September 15, 2020**

**Agenda**

---

**7. Page 16-82 - CONSENT AGENDA**

**NOTICE TO THE PUBLIC**

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

- 7.1 Certificated Personnel Report
- 7.2 Classified Personnel Report
- 7.3 Agreement for Forster Heating and Western Placer Unified School District
- 7.4 Agreement for RFI Communications & Security Systems and Western Placer Unified School District
- 7.5 Agreement for Emcor Services and Western Placer Unified School District
- 7.6 Agreement for Emcor Services and Western Placer Unified School District
- 7.7 Agreement for Prodigy Electric and Controls Inc. and Western Placer Unified School District.
- 7.8 Agreement for Sunbelt Rentals and Western Placer Unified School District
- 7.9 Ratification of Contract with Upbeat Music, LLC and Glen Edwards Middle School
- 7.10 Ratification of Agreements between Cal State TEACH and Western Placer Unified School District
- 7.11 Ratification of Agreement between Grand Canyon University and Western Placer Unified School District
- 7.12 Ratification of Agreement between Public Works and Western Placer Unified School District
- 7.13 Approve Resolution 20/21.3 Regarding English Learner Authorization
- 7.14 Approve Resolution 20/21.09 Authorized Signatories for WPUSD
- 7.15 Student Discipline/Expulsion – Re-Entry Student #19-20-C
- 7.16 Williams Uniform Quarterly Complaint Report

*Roll call vote:*

**8. 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.

**9. REPORTS & COMMUNICATION**

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

**10. Page 84 - PUBLIC HEARING**

**Public Hearing re Sufficient Instructional Materials**

Education Code 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks or instructional materials for students in each of its schools.

**Regular Meeting of the Board of Trustees**

**September 15, 2020**

**Agenda**

A ten-day notice of the public hearing is required. Notices of Public Hearing was posted on our WPUSD Website and sent to our local schools on September 1, 2020.

**11. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION**

**Members of the public wishing to comment on any items should complete a yellow REQUEST TO ADDRESS BOARD OF TRUSTEES form 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.**

**11.1 Discussion/ Page 87 – SUPERINTENDENT RETIREMENT LETTER**

**Action – Long (20-21 G & O Component I, II, III, IV, V)**

**11.2 Discussion/ Page 90 – SUPERINTENDENT CONTRACT– Long (20-21 G & O**

**Action Component I, II, III, IV, V)**

**11.3 Discussion/ Page 102 – SUPERINTENDENT SALARY SCHEDULE – Long**

**Action (20-21 G & O Component I, II, III, IV, V)**

**11.4 Discussion/ Page 104 – APPROVE RESOLUTION #20/21.10 TO ADOPT THE**

**Action 2019/20 AND 2020/21 GANN LIMITS FOR WESTERN PLACER UNIFIED SCHOOL DISTRICT – Kilpatrick (20-21 G & O Component I, II, III, IV, V)**

**Roll call vote:**

**11.5 Action Page 109 – APPROVE RESOLUTION #20/21.11 REGARDING**

**INSTRUCTIONAL MATERIALS – Callahan (20-21 G & O Component I, II, III, IV, V)**

**Roll call vote:**

**11.6 Information/Page 112 – IN PERSON INSTRUCTION UPDATE– Leaman (20-21**

**Discussion G & O Component I, II, III, IV, V)**

**11.7 Action Page 113 – 2020-2021 LEARNING CONTINUITY AND**

**ATTENDANCE PLAN– Callahan (20-21 G & O Component I, II, III, IV, V)**

**11.8 Discussion/ Page 137 – APPROVAL OF THE 2019-20 UNAUDITED ACTUALS–**

**Action Kilpatrick (20-21 G & O Component I, II, III, IV, V)**

**11.9 Action Page 294 – ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/**

**REGULATIONS – Leaman (20-21 G & O Component I, II, III, IV, V)**

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

- BP/E 4112.9/4212.9/4312.9 – Employee Notifications
- BP/AR 4113 - Assignment
- BP/AR/E 4119.42/4219.42/4319.42 -Exposure Control Plan for Bloodborne Pathogens
- BP/AR 4119.43/4219.43/4319.43 – Universal Precautions
- BP 4151/4251/4351 – Employee Compensation

## Regular Meeting of the Board of Trustees

September 15, 2020

### Agenda

---

#### 12. BOARD OF TRUSTEES

##### 12.1 FUTURE AGENDA ITEMS

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

- School Safety
- Health

##### 12.2 BOARD MEMBER REPORTS/COMMENTS

#### 13. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

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

➤ **October 20, 2020** 6:00 P.M., Regular Meeting of the Board of Trustees – Go-To -Meeting

#### 14. ADJOURNMENT

**Accommodating Those Individuals with Special Needs:**

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

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

# Western Placer Unified School District

## **CLOSED SESSION AGENDA**

Place: District Office/City Hall Bldg. – Go To Meeting  
Date: Tuesday, September 15, 2020  
Time: 5:05 P.M.

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

4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
  - A. Name of case: specify by reference to claimant's name, names or parties, case or claim number.
  - B. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.
5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
  - A. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.
  - B. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.
6. **LIABILITY CLAIMS**
  - A. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identify 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/DISSMISSAL/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:**

September 15, 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:**

September 15, 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 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:**

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/  
DISMISSAL/RELEASE

**AGENDA ITEM AREA:**

Closed Session

**REQUESTED BY:**

Gabe Simon  
Assistant Superintendent of Personnel Services

**ENCLOSURES:**

No

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

Yes

---

**BACKGROUND:**

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

**RECOMMENDATION:**

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

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Student Discipline  
Re-Entry  
Student #19-20-C

**AGENDA ITEM AREA:**

Closed Session

**REQUESTED BY:**

Chuck Whitecotton  
District Hearing Officer

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The Board of Trustees will discuss, and disclose any action taken under consent regarding the Re-Entry of Student # 19-20-C.

**RECOMMENDATION:**

The Administration recommends the Board of Trustees disclose any action taken on the Re-Entry of Student #19-20-C.

**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:**

September 15, 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**

**September 15, 2020**

**CERTIFICATED/MANAGEMENT**

**NEW HIRES:** None

**REQUEST FOR LEAVE OF ABSENCE:**

1. Name: Stacy Poppinga  
Position: Social Science  
FTE: 1.0 FTE  
Effective: December 8, 2020  
Site: Lincoln High School
2. Name: Carrie Garbett  
Position: TOSA  
FTE: 1.0 FTE  
Effective: October 1, 2020  
Site: Foskett Ranch Elementary School
3. Name: Madeleine Schumann  
Position: District Nurse  
FTE: 1.0 FTE  
Effective: October 23, 2020  
Site: District

**RESIGNATIONS:**

1. Name: Pamela Johnson  
Position: English/Language Arts  
FTE: 1.0 FTE  
Effective: September 1, 2020  
Site: Twelve Bridges Middle School
2. Name: Rachel Scontriano  
Position: SDC Teacher  
FTE: 1.0 FTE  
Effective: November 1, 2020  
Site: Lincoln High School

**RETIREMENTS:** None

**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:** *GS*  
Gabriel Simon  
Assistant Superintendent of Personnel Services

**ENCLOSURES:**  
Yes

**DEPARTMENT:**  
Personnel

**FINANCIAL INPUT/SOURCE:**  
General Fund/Categorical

**MEETING DATE:**  
September 15, 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

September 15, 2020

CLASSIFIED/MANAGEMENT

**NEW HIRES:**

1. Name: Alfredo Baltazar  
Position: Custodian/Groundsman  
FTE: 8.0 hours  
Days: 12 Months  
Effective: August 27, 2020  
Site: First Street Elementary School

**REHIRE:** None

**TRANSFER/PROMOTIONS:**

1. Name: Boyd Pyatt  
Position: Director of Transportation  
FTE: 8.0 hours  
Days: 12 Months  
Effective: September 1, 2020  
Site: Transportation Department
2. Name: Kevin Kabkeo  
Position: Technology Support Technician II  
FTE: 8.0 hours  
Days: 12 Months  
Effective: August 25, 2020  
Site: Technology Department
3. Name: Ashlie Snider  
Position: After School Coordinator  
FTE: 8.0 hours  
Days: 11 Months  
Effective: August 28, 2020  
Site: District Office

**REQUEST FOR LEAVE OF ABSENCE (Maternity Leave):**

1. Name: Angelica Lopez  
Position: Paraprofessional  
FTE: 5.66 hours  
Effective: Approximately September 22, 2020  
Site: First Street Elementary School

**REQUEST FOR LEAVE OF ABSENCE:**

1. Name: Teddy Powell  
Position: Campus/Café Supervisor  
FTE: 3.5 hours  
Effective: September 23, 2020-October 07, 2020  
Site: Creekside Oaks/Glen Edwards

2. Name: Ana Ruiz  
Position: Paraprofessional  
FTE: 6.0 hours  
Effective: August 31, 2020  
Site: Lincoln High School

**RESIGNATIONS:**

1. Name: Karla Trent  
Position: Campus/Café Supervisor  
Effective: August 31, 2020  
Site: Lincoln Crossing Elementary

**RETIREMENTS:**

1. Name: Debra Henri  
Position: Instructional Aide  
Effective: September 15, 2020  
Site: Foskett Ranch/Lincoln Crossing

2. Name: Mark DeRossett  
Position: Director of Transportation  
Effective: October 7, 2020  
Site: Transportation Department

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

Agreement for Forster Heating  
And Western Placer Unified School District

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick  
Assistant Superintendent, Business and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Routine Repair & Maintenance

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

The district has contracted with Forster Heating for carrier equipment installation at Carlin C. Coppin Elementary. The services will include installation of a new carrier equipment and disposal of old equipment. The total cost for these services will be \$11,965.00 and paid with Routine Repair & Maintenance funds.

**RECOMMENDATION:**

Administration recommends that the Board ratify the agreement between Forster Heating and Western Placer Unified School District.



**FORSTER HEATING**

9410 Crater Hill Rd Auburn, CA 95603  
 phone: 530-888-1163 fax: 530-888-6475  
 License # 501585  
 www.forsterheating.com

**PROPOSAL**

**DATE: 8/5/20**

<b>Customer:</b>		<b>Job Site:</b>	
Name: Western Placer Unified School District		Name: Coppin School	
Address: 600 6 <sup>th</sup> Street, Lincoln, CA 95648		Address: 150 12th St, Lincoln, CA 95648	
Phone:	Cell: Troy-916-759-0298	Phone:	Cell:
Email: tschwartz@wpusd.k12.ca.us			

**We propose to do the following work:**

Installation of a new Carrier equipment to include:

- 1-Carrier 6 Ton 460-36-60 package unit Model # 48FCDM07A2A6
- 1-Carrier horizontal discharge economizer Model # ECE-SRT12CA-D2DH
- 2-Sheet metal transitions
- Gas, electric, and condensate hook ups
- Dispose of old equipment

Labor Warranty – 1- year                      Parts Warranty – 10 years

**Payment:** Due at time of completion

For the specifications described above the customer agrees to pay Forster Heating:  
**\$11,965.00 - Eleven thousand nine hundred sixty-five dollars**

\*All material is guaranteed to be as specified. Any diversion from above specs involving extra costs will be charged above the stated price. Owner is to carry fire and other necessary insurance. Our workers are fully covered by workers compensation insurance. Damage occurring to installed materials will be the responsibility of the owner.

**Acceptance:**

**Contractor Signature** *Mickey Forster*

**Date** 8/5/20

**Customer Signature** \_\_\_\_\_

**Date** 8/18/20

This proposal may be withdrawn if not accepted within 10 days.

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

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

## DISTRICT GLOBAL GOALS

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

### SUBJECT:

Agreement for RFI Communications & Security Systems and Western Placer Unified School District

### AGENDA ITEM AREA:

Consent

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent, Business and Operations

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

Learning Loss Funds – CARE Act Funds

### MEETING DATE:

September 15, 2020

### ROLL CALL REQUIRED:

No

---

### BACKGROUND:

The district has contracted with RFI Communications & Security Systems. The services will include labor, equipment, and material required for the addition of access control for specific doors at the District Office that are necessary due to COVID-19 protocols. The total cost for these services will be \$15,607.00 and will be paid with Learning Loss Funds – CARE Act funds.

### RECOMMENDATION:

Administration recommends that the Board ratify the agreement between RFI Communications & Security Systems and Western Placer Unified School District.

8/18/2020

WPUSD

Subject: West Placer Unified School District – 4<sup>th</sup> Floor Access Control Addition  
Reference: RFI Proposal No. 550-2002596, Rev1

RFI is pleased to offer for your consideration the following proposal to provide the necessary equipment and labor to install the system described below. Our proposal is representative of the necessary skills and future responsibilities to effectively serve you with the highest regard to quality in products and installation workmanship.

**SCOPE OF WORK**

1. RFI will provide Labor, Equipment and Material required for the addition of access control for four doors on the 4<sup>th</sup> floor of the Lincoln City Hall Building as identified on floor plan.
  - a. Doors will include Card Reader, REX, Contact and electrified locking hardware
    - i. Two doors will included 9600 RIM Strikes
    - ii. Two doors will included electrified mortis chassis, with transfer.
  - b. RFI will provide and install cable, utilizing existing cable pathway
  - c. Door will terminate on to a new 1320 boards, to be installed at existing 4<sup>th</sup> floor Lenel Headend

RFI has estimated two Technicians, approximately 3.5 days to complete scope of work; including installation, programming, testing and project management.

**SCHEDULE OF VALUES**

Total Lump sum cost for this project, including labor, equipment, shipping and taxes is:

Fifteen Thousand Six Hundred and Seven Dollars..... **\$15,607.00**

**CUSTOMER TO PROVIDE**

1. Access to all locations and above ceilings for device mounting, wiring and terminations.

**CLARIFICATIONS**

1. All work shall be performed during normal business hours
2. RFI shall provide qualified supervisory labor at the job site. Idle time incurred by RFI employees due to absence of required escorts, clearances, inability to enter the workspace, or other factors beyond our control, shall be considered a change to the contract.
3. Customer shall provide access to all areas, including escorted areas such as computer, telephone, equipment and fabrication rooms.

**EXCLUSIONS**

1. All 120vac power, electrical whips and receptacles for equipment power.
2. Painting and patching.
3. Any equipment replacement or repairs.
4. Bonds, and Permit provisions are not applicable.

**WARRANTY**

All equipment installed shall be warranted for one (1) year from the date of completion. All labor shall be warranted for one (1) year from the date of completion. This does not include ordinary wear and tear and/or unusual abuse or neglect. Warranty is contingent upon the proper use and maintenance of the equipment and/or any cabling system provided or installed by RFI. All repairs or adjustments that are or may become necessary under the warranty provisions shall be performed only by an authorized representative of RFI. Any repairs, adjustments, or interconnections performed by Customer or at the Customer's request by anyone other than an authorized representative of RFI shall VOID ALL WARRANTIES contained herein.

Thank you for the opportunity to submit this proposal. We look forward to building a trusted, long-term business relationship. If you have any questions regarding this proposal or any other matter, please feel free to contact me directly at 916-929-2300 via fax at 916-929-2357, or via email at [thanes@rfi.com](mailto:thanes@rfi.com)

The above proposal #550-2002596 submitted by: Tom Hanes

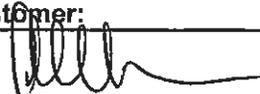
<b>Acceptance of Proposal</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.	<b>PO #:</b> PO #
--	----------------------

**RFI Communications & Security Systems**

Tom Hanes  
 Authorized Signature  
 Tom Hanes  
 Print Name

8/18/2020  
 Date  
General Manager  
 Title

**Customer:**

  
 Authorized Signature  
 Print Name

\_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 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:**

Agreement for Emcor Services  
And Western Placer Unified School District

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick  
Assistant Superintendent, Business and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Routine Repair & Maintenance

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

The district has contracted with Emcor Services for equipment repair at Twelve Bridges Elementary School. The services will include repair of the chiller refrigerant leak and recharging the system. The total cost for these services will be \$6,945.00 and will be paid with Routine Repair & Maintenance funds.

**RECOMMENDATION:**

Administration recommends that the Board ratify the agreement between Emcor Services and Western Placer Unified School District.



3906 Kristi Court  
 Sacramento, Ca 95827  
 Service: (916) 636-1825  
 CA Lic. 611215

Proposal #  
 31199

**Equipment Repair Estimate**

August 24, 2020

**SUBMITTED TO:**

Western Placer Unified School District  
 Leslie Jodrey  
 600 Sixth Street Suite 400  
 Lincoln Ca 95648

**JOB LOCATION:**

12 Bridges Elementary  
 Chiller  
 2450 Eastbridge Dr.  
 Lincoln Ca 95648

**FACILITY STATUS / URGENCY:**  
 Chiller Refrigerant Leak

<b>Unit #:</b>	Chiller - Circuit 2
<b>Make:</b>	McQuay
<b>Model #:</b>	AGS250B27-ER10
<b>Serial #:</b>	STNU040300235

**SCOPE OF WORK / DIAGNOSIS:**

Upon arrival, our technician Austin Ferric found the Chiller Circuit 2 not coming on. Static refrigerant pressure indicates a low charge of refrigerant. Propose to perform a refrigerant leak search and repair then recharge the system. There is a possibility there are other issues with circuit since it will not come on at all with safeties closed.

- Lock out Tag out circuit 2 for safety and recover any remaining refrigerant
- Pressurize the circuit to identify leak locations
- Perform repairs if possible and evacuate the system to remove moisture
- Charge the system with new refrigerant and perform start up
- Verify unit operation upon completion

**ADDITIONAL INFORMATION**

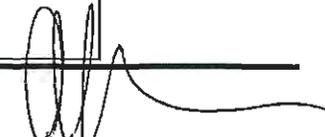
If the repair is found to require additional labor or material, the customer will be notified and a new proposal will be created. All used material will be properly disposed of, per EPA standards. This work is quoted for straight time hours only. This quote is valid for 30 days. This quote covers all labor and materials needed to safely and efficiently execute the proposed scope of work.

**The total cost, including all labor, materials and taxes is: \$ 6,945.00**

By accepting this proposal the purchaser agrees to the attached terms and conditions. This quotation will be valid for a period of 30 days and payment is due 30 days from invoicing. If payment is not received interest will accrue at the rate of 1.5% per month. If an action is brought for collection the prevailing party shall be entitled to attorney's fees.

**WARNING: Contractors are required by law to be licensed by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826 [California Business and Professional Code 7030(a)]**

EMCOR: Erin Dunn  
 Title: Customer Service Rep

Accepted By:   
 Title: Asst Supt of Business Svs and Operations  
 Date: 8/25/20  
 PO# (If Applicable):

## Terms and Conditions

following "Terms and Conditions" are between EMCOR Services / Mesa Energy Systems and Western Placer Unified School Dis hereto after referred to as "you the client".

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon "you the client" operating and maintaining systems/equipment. "You the client" will do so in according to industry-accepted practices, or in consideration of our recommendations.
- C. "You the client" will provide and permit reasonable access to all areas where work is to be performed. EMCOR Services will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the "you the client" in accordance with EMCOR Service's currently established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. EMCOR Service will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. EMCOR Service is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Service.
- I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by EMCOR Service. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. EMCOR Service shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- L. EMCOR Service shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refirishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Service. In the event of additional freight, labor, or material costs resulting from "you the client" request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, "You the client" agrees to pay these additional costs at EMCOR Service's currently established rates.
- O. EMCOR Service's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be born by "you the client" as an extra to the contract price.
- R. "You the client" agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Service's cost of performing this contract.
- S. "You the client" acknowledges and agrees that any purchase order issued by "you the client" in accordance with this Agreement, is intended only to establish payment authority for "you the client" internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the "you the client" purchase order will have any force or effect.
- T. This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

Agreement for Emcor Services  
And Western Placer Unified School District

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick   
Assistant Superintendent, Business and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Routine Repair & Maintenance

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The district has contracted with Emcor Services for equipment repair at Twelve Bridges Elementary School. The services will include repair of the chiller circuit controller and recharging the system. The total cost for these services will be \$4,377.00 and will be paid with Routine Repair & Maintenance funds.

**RECOMMENDATION:**

Administration recommends that the Board ratify the agreement between Emcor Services and Western Placer Unified School District.



3906 Kristi Court  
Sacramento, Ca 95827  
Service: (916) 636-1825  
CA Lic. 611215

Proposal #  
31488

**Equipment Repair Estimate**

August 28, 2020

**SUBMITTED TO:**

Western Placer Unified School District  
Leslie Jodrey  
600 Sixth Street Suite 400  
Lincoln Ca 95648

**JOB LOCATION:**

12 Bridges Elementary  
Chiller  
2450 Eastbridge Dr.  
Lincoln Ca 95648

**FACILITY STATUS / URGENCY:**

Chiller Controller Replacement

<b>Unit #:</b>	Chiller - Circuit 2
<b>Make:</b>	McQuay
<b>Model #:</b>	AGS250B27-ER10
<b>Serial #:</b>	STNU040300235

**SCOPE OF WORK / DIAGNOSIS:**

While performing the recent Chiller service, our technician Austin Ferrie identified the circuit controller has failed. Swapped circuit 1 and 2 to prove the controller faulty. Propose to remove and replace the faulty controller and the Interface LON Card. Verify Chiller operation upon completion.

**ADDITIONAL INFORMATION**

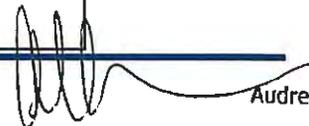
If the repair is found to require additional labor or material, the customer will be notified and a new proposal will be created. All used material will be properly disposed of, per EPA standards. This work is quoted for straight time hours only. This quote is valid for 30 days. This quote covers all labor and materials needed to safely and efficiently execute the proposed scope of work.

**The total cost, including all labor, materials and taxes is: \$ 4,377.00**

By accepting this proposal the purchaser agrees to the attached terms and conditions. This quotation will be valid for a period of 30 days and payment is due 30 days from invoicing. If payment is not received interest will accrue at the rate of 1.5% per month. If an action is brought for collection the prevailing party shall be entitled to attorney's fees.

**WARNING: Contractors are required by law to be licensed by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826 [California Business and Professional Code 7030(a)]**

EMCOR: Erin Dunn  
Title: Customer Service Rep

Accepted By:  Audrey Kilpatrick  
Title: Asst Supt of Business Svs and Operations  
Date: 9/1/20  
PO# (If Applicable): \_\_\_\_\_

## Terms and Conditions

following "Terms and Conditions" are between EMCOR Services / Mesa Energy Systems and Western Placer Unified School Dis hereto after referred to as "you the client".

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon "you the client" operating and maintaining systems/equipment. "You the client" will do so in accordance with industry-accepted practices, or in consideration of our recommendations.
- C. "You the client" will provide and permit reasonable access to all areas where work is to be performed. EMCOR Services will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the "you the client" in accordance with EMCOR Service's currently established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. EMCOR Service will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. EMCOR Service is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Service.
- I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by EMCOR Service. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. EMCOR Service shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- L. EMCOR Service shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Service. In the event of additional freight, labor, or material costs resulting from "you the client" request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, "You the client" agrees to pay these additional costs at EMCOR Service's currently established rates.
- O. EMCOR Service's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be born by "you the client" as an extra to the contract price.
- R. "You the client" agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Service's cost of performing this contract.
- S. "You the client" acknowledges and agrees that any purchase order issued by "you the client" in accordance with this Agreement, is intended only to establish payment authority for "you the client" internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the "you the client" purchase order will have any force or effect.
- T. This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

Agreement for Prodigy Electric and Controls Inc.  
And Western Placer Unified School District

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick   
Assistant Superintendent, Business and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Learning Loss Funds – CARES Act Funds

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

The district has contracted with Prodigy Electric and Controls Inc. for electrical services to install an ATS Asco transfer switch at the District Office. During a power during a temporary power outage or PSPS event the District will use this power connection and a towable generator to provide consistent backup electrical back-up power to the District's server room. The server room maintains the District's network, telephone system and student information system (SIS). Maintaining continued power will provide students and staff with access to all district distance learning and software programs, SIS, financial and business software. Students and staff will be able to continue instructional learning and district business operations. The total cost for services will be \$24,050 and will be paid with Federal Learning Loss Funds from Federal CARES Act funding.

**RECOMMENDATION:**

Administration recommends that the Board ratify the agreement between Prodigy Electric and Controls Inc. and Western Placer Unified School District.

Please Remit To This Address: **Prodigy Electric And Controls, Inc.**  
 PO Box 141  
 Lincoln, CA 95648

Bill To: Western Placer Unified School District

Invoice #	40733
Date	9/3/2020
Total Due:	\$24,050.00
Terms	Net 15
P.O. No.	

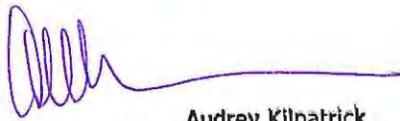
Billing/Service: 916.997.0798

CA License # 998361

**Job Description**

City hall, Gems Generators

Description	Quantity	Rate	Amount
ATS Asco automatic transfer Switch for city hall 100amp	1	4,100.00	4,100.00
100 amp recep for city hall	1	2,500.00	2,500.00
100 amp conn for city hall	1	2,500.00	2,500.00
recep box	1	750.00	750.00
City Hall install Generator Provided by wpusd, conduit to wpusd server room, ats in server room, recep for generator hook up downstarsby the utility transformer, cordcap and cord to the generator. Test system tomake sure everything works good	1	10,200.00	10,200.00
City hall other materials: cord, wire, conduit, etc.	1	4,000.00	4,000.00



**Audrey Kilpatrick**

Asst Supt of Business Svs and Operations

**Total Due: \$24,050.00**

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

Agreement for Sunbelt Rentals and Western Placer Unified School District

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick  
Assistant Superintendent, Business and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Learning Loss Funds – CARES ACT

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

The district has contracted with Sunbelt Rentals for the purchase of a new Multiquip 36Kw 70Kva towable generator including mounted trailer and tow hitch. During a power outage or PSPS event the District will use generator to provide consistent backup electrical back-up power to the District's server room. The server room maintains the District's network, telephone system and student information system (SIS). Maintaining continued power will provide students and staff with continued access to all district distance learning and software programs, SIS, financial and business software. Students and staff will be able to continue instructional learning and district business operations. The total cost for services will be \$42,275 and will be paid with Federal Learning Loss funds from the Federal CARES Act funding.

**RECOMMENDATION:**

Administration recommends that the Board ratify the agreement between Sunbelt Rentals and Western Placer Unified School District.



# NEW EQUIPMENT SALES QUOTE

**Branch #502**  
10005 ALLANTOWN DR  
ROSEVILLE, CA 95678-5974  
Office: (916) 789-1234  
[www.sunbeltrentals.com](http://www.sunbeltrentals.com)

**Nicholas Garcia**  
[nicholas.garcia1@sunbeltrentals.com](mailto:nicholas.garcia1@sunbeltrentals.com)

August 28, 2020

Customer **WESTERN PLACER UNIFIED SCHOOL (#1103877)** Quote **Audrey Kilpatrick (Active R0)**  
810 J STREET  
LINCOLN, CA 95648 QUO-181872-Q2H2H9

Job Site **WPUSD** Contact **Audrey Kilpatrick**  
810 J St (916) 434-5000  
Lincoln, CA 95648 [Ljodrey@WPUSD.org](mailto:Ljodrey@WPUSD.org)

## Introduction

---

### **Multiquip 36Kw 70Kva Towable Generator DCA45SSIU4F**

MQ Power WhisperWatt Super-Silent portable generators provide reliable power to meet the most demanding requirements. They are designed and built to withstand tough environments at construction sites and provide dependable temporary power at entertainment venues and disaster recovery operations. And to safeguard the environment, the WhisperWatt Super-Silent Generator features an integrated 24-hour fuel tank with a fluid containment system.

The DCA45SSIU4F offers a prime rating of 36 kW (45 kVA) and a standby rating of 40 kW (50 kVA). Our patented open delta generator winding provides precise voltage control, allowing superior motor starting capability. An electronic governor maintains frequency to ± 0.25% from no load to full load. It features an auto start stop that allows the generator to start from a remote location. The unit features an e-coat and powder-coated, weatherproof steel housing that allows a substantially low operating noise level of 66 dB(A). A comprehensive analog control panel provides instrumentation including AC ammeter, AC voltmeter, frequency meter, AC circuit breaker, engine gauges and much more.

## Specifications

---

See attachments for spec sheets

## Customer Responsibility

---

Diesel fuel not included. Sunbelt Rentals can fill up before delivery and charge accordingly.

## General

---

3-4 week delivery upon ordering. Customer can pick up or schedule free delivery.

## Pricing Details

### Equipment

Qty	Item	Amount
1	2 5/16 Tow Hitch Coupler	\$0.00
1	Delivery	\$0.00
1	Multiquip 36Kw/45Kva Generator (DCA45SSIU4F)	\$33,075.00
1	Mounted Trailer No Fuel (TRLR45H)	\$3,950.00
1	PowerBalance Kit (MQPPB45I4f)	\$4,500.00
1	Freight	\$1,200.00
<b>6</b>	<b>Subtotal</b>	<b>\$42,725.00</b>

**Quote Total:**

**\$42,725.00\***

\*Plus applicable taxes

### Terms and Conditions

SALE OF EQUIPMENT. If the Rental PO identifies any Equipment that is to be purchased by Customer, Sunbelt sells and delivers such Equipment to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the Equipment. Sunbelt retains title to the Equipment until Customer has paid in full.

### Quote Acceptance

WESTERN PLACER UNIFIED SCHOOL  
Audrey Kilpatrick

Acceptance Signature of Customer's Authorized Representative

Date

Sunbelt Rentals, Inc.  
Nicholas Garcia

Acceptance Signature of Sunbelt Rentals Authorized Employee

Date

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

Ratification of Contract with Upbeat Music, LLC and Glen Edwards Middle School

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick   
Assistant Superintendent of  
Business and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

LLM & IMFRP Funds

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

The attached contract is for services with Upbeat Music, LLC and Glen Edwards Middle Schools School. The services are for a yearly subscription to the Upbeat Music App for students and teachers. The cost of services is \$1,830 and will be paid with LLM & IMFRP Funds.

**RECOMMENDATION:**

Administration recommends that the Board ratify the contract agreement between Upbeat Music, LLC and Glen Edwards Middle Schools School.

## LICENSING AGREEMENT

---

This License Agreement (this "Agreement") is made as of the <sup>rd</sup> 3 day of September, 2020 (the "Effective Date") by and between **Upbeat Music, LLC** ("Owner") and **Glen Edwards Middle School** ("Licensee"). This License is effective for a period of **one (1) year** ("License Term").

The Parties agree as follows:

**1. License.** Owner hereby grants to Licensee a non-exclusive, non-transferrable license to use the following items (the "Licensed Product"):

- (A) Upbeat Music App - **121 PRO Basic Yearly Accounts - Student**
- (B) Upbeat Music App - **1 PRO Basic Yearly Account - Teacher**

The Licensed Product will be provided in the form of one or more License Keys. These Keys can be used to activate a number of accounts, each of which may be used by a single student, director, teacher, professor, or other individual affiliate of the Licensee ("User").

Nothing herein obligates Licensee to exercise the rights granted in this Agreement.

**2. Consideration.** As consideration for the license granted and described in this Agreement, Licensee shall pay to Owner the following fees, due on the Effective Date of this Agreement:

Type of Payment	Payment Amount
Upfront Payment	\$1,830

Payment shall be made within 7 days of the Effective Date. In the event any payment is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Licensee agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

**3. Right to Sublicense.** Licensee has no right to grant sublicenses or transfer licenses to any third party unless Owner provides its approval in writing. Any approved sublicense is subordinate to, and must conform to the terms and conditions of this Agreement, and will not include the right to grant further sublicenses. Further, a License Key provided to a User is non-transferrable to other Users,

**4. Copies.** Licensee shall not make copies of the Licensed Product. Accounts activated using License Keys provided to the Licensee may not be shared by multiple Users.

**5. Intellectual Property Notice and Markings.** In no event may Licensee remove any copyright or intellectual property notice, proprietary legend, trademark or service mark from any materials.

**6. Ownership of Licensed Product.** Licensee agrees that, subject to the rights and licenses granted herein, Owner is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Licensed Products and any copies of the Licensed Product.

**7. Legal Action.** Owner will maintain sole control and discretion over the prosecution and maintenance with respect to all rights, including all intellectual property rights to the Licensed Product. Owner will have the primary right, but not the obligation, to bring and control any litigation, enforcement action, proceeding, or other legal action (collectively, the "Action") against any unauthorized use, infringement, misappropriation, dilution or other violation of the Licensed Product. Licensee agrees to cooperate with Owner in any Action that Owner may undertake to protect the Licensed Product, and upon Owner's request, Licensee will execute, file, and deliver all documents and proof necessary for that purpose, including being named as a party to the Action as required by law. Owner will be entitled to retain the entirety of any award arising from any Action. Licensee may participate and be represented in any Action by its own counsel at its own expense. Licensee will have no claim of any kind against Owner based on, or arising out of Owner's handling of, or decisions concerning, any Action, settlement or compromise.

**8. Privacy and COPPA.** Per the guidelines provided by the Federal Trade Commission (FTC), educational institutions may consent on behalf of parents to the collection of student personal information if such information is used for a school-authorized educational purpose and for no commercial purpose. Licensee consents on behalf of all Users to the collection of Personally Identifiable Information (PII) including but not limited to names and email addresses, as outlined by Owner's Privacy Policy and Terms of Service. This consent applies for all Users that will receive License Keys under this agreement, including those under the age of 13.

**9. Mutual Representations and Warranties.** Each party represents and warrants that: (a) it has the power and authority to enter into this Agreement, and the execution, delivery, and performance of this Agreement and the transactions and other documents contemplated have been authorized by the parties; and (b) this Agreement has been executed and delivered by each party, and constitutes a legal, valid, and binding obligation of the party, fully enforceable against the party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights, and general equity principles.

**10. Owner's Representations and Warranties.** Owner represents and warrants that: (a) Owner owns and/or controls the rights granted to Licensee in this Agreement and Owner has the right to grant such rights and to enter into this Agreement; (b) to the best of its knowledge the Licensed Product does not infringe upon or violate (i) any copyright, patent, trademark, or other proprietary right of a third party or (ii) any applicable law, regulation, or non-proprietary right of a third party; and (c) Owner has no knowledge of any claim which, if sustained, would be contrary to Owner's warranties, representations, and obligations contained in this Agreement.

**11. No Warranties.** Licensee acknowledges that: (a) Owner is providing Licensed IP to Licensee on an "as is" basis without warranty of any kind; (b) Owner has not prepared or modified the Licensed Product to meet any specific requirements or specifications of the Licensee; (c) Owner makes no representations

or warranties as to value, use, sale or other exploitation of the Licensed Product by the Owner or any third party.

**12. Right of Return.** Licensee may, for a period of thirty (30) days from the Effective Date, exercise a Right of Return if the Licensed Product is found to be nonfunctional or unsatisfactory by requesting a cancellation of services in writing. If this provision is exercised, Owner will refund Licensee the Payment Amount, pro-rated for time used. Licensee and Users will lose all access to the Licensed Product. Owner has no obligations to provide refunds of any kind beyond this Right of Return period.

**13. Laws and Regulations.** Licensee represents and warrants that Licensee will comply, and ensure its Affiliates and Users comply, with all local, state, federal and international laws and regulations relating to the development, manufacture, use, sale, importation and exportation of Licensed Product.

**14. Indemnification by Owner.** Owner will under no circumstances, be obligated to indemnify, defend, or hold Licensee, its Affiliates, or respective representatives, officers, directors, stockholders, employees or agents harmless from any liability, claims, demands, causes of action, judgments, damages, or expenses (including reasonable attorneys' and experts' fees and costs) arising out of or as a result of Licensee's or its sub-licensees' use of the Licensed Product under this Agreement.

**15. Indemnification by Licensee.** Licensee must indemnify, defend, and hold Owner, its Affiliates, and its respective representatives, officers, directors, stockholders, employees, and agents harmless from all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorneys' and experts' fee and costs) arising out of or as a result from Licensee's or its sub-licensees' use of the Licensed Product other than any third party claims covered by this Agreement. Licensee will not be obligated to defend or hold harmless Owner in the event that any claims, demands, causes of action, judgments, or expenses arose out of willful misconduct, gross negligence, or bad faith by Owner.

**16. Indemnification Procedure.** Promptly after receipt by Owner of notice of any indemnification claim, Owner must give Licensee written notice describing the claim in reasonable detail, along with copies of any correspondence, court documents, or other writings stating the claim. Licensee will be responsible for the defense or settlement of the claim, at its own expense and by counsel of its own selection and Owner will have the right (at its own expense) to participate in the defense of the claim. Owner must reasonably cooperate with Licensee and its counsel in the defense and settlement of the claim. Licensee cannot enter into any settlement with respect to any claim without the prior written consent of Owner, which consent will not be unreasonably withheld. If Licensee declines to assume the defense of the claim, Owner may assume such defense and settle the claim as it deems appropriate, provided that does not enter into any settlement with respect to the claim without the prior written consent of Licensee, which consent will not be unreasonably withheld.

**17. Limitations of Liability.** EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY, NOR ANY AFFILIATE, WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY, ANY AFFILIATE OR OTHER THIRD PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. OWNER DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

**18. Term.** This Agreement will commence on the Effective Date and will continue in full force and effect for an initial period of the License Term.

**19. Assignment.** This Agreement may not be assigned by Licensee without Owner's prior written consent. Owner may assign this Agreement, in whole or in part, to any Affiliate or successor. The rights and obligations under this Agreement will be binding upon the parties and their successors. The use of the Licensed Product, however, shall inure solely to the benefit of Owner and its respective successors and permitted assigns. Any attempted assignment or delegation in contravention of these provisions will be void and ineffective.

**20. Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.

**21. No Waiver.** This Agreement may not be altered, modified, or amended in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

**22. Entire Agreement.** This Agreement and the attachments hereto represent and constitute the entire agreement between the parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.

**23. Governing Law.** The parties hereby agree that this Agreement will be governed by, and construed and enforced in accordance with the laws of the State of Georgia, without reference to rules governing choice of laws.

**24. Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. In any event, the maximum liability of Owner shall not exceed the fees collected, as outlined in Section 2 of this agreement.

**25. Notices.** All notices, demands or other communications to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by U.S. mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

**26. Amendments.** Subject to any express limitations set out therein, the License and Consideration Sections in this Agreement may be amended or modified by Owner, consistent with the processes established by Owner (a) to reflect the addition and/or removal of an item of intellectual property; (b) for legal or reasonable commercial reasons, to delete countries where the licensed Product can be used, and Licensee will be notified of each such deletion accordingly. Unless otherwise agreed, amendments will take effect upon being communicated in writing to Licensee.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

*Sudarshan Muralidhar*

Owner Signature

Sudarshan Muralidhar  
Cofounder, Upbeat Music LLC

Owner Full Name

*Carrie Carlson*

Licensee Signature

*Western Placer Unified School Dist*

Licensee Full Name

**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 Agreements  
between Cal State TEACH and Western  
Placer Unified School District

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

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

**ENCLOSURES:**

Agreements

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The Western Placer Unified School District and Cal State TEACH approve of these agreements. These agreements authorize the District to hire teacher intern candidates and host student teachers.

**RECOMMENDATION:**

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



**California State University's CalStateTEACH Program**

**Memorandum of Understanding and Agreement  
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the Western Placer Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing ("Paid Interns") will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

**RECITALS**

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of 3 years beginning August 1, 2020 and ending July 31, 2023, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

**CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS**

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

#### **DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
4. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
6. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.
7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives



regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

**UNIVERSITY DUTIES**

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, CBEST, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

**UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES**

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who can provide additional support.

**PAID INTERN RESPONSIBILITIES**

1. Document required hours weekly using the electronic log.
2. Have the electronic log verified by both the University Supervisor and District-employed



mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

### **DISTRICT DISCRETION**

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District

### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

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

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

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

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.



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

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

### **INDEMNIFICATION**

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

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

### **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.



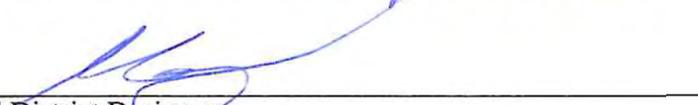
**CalStateTEACH**  
TEACHER PREPARATION PROGRAM



**Distinguished Program**

7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument

Signed this 8th date of September 2020.

  
\_\_\_\_\_  
School District Designee

\_\_\_\_\_  
Dr. Nan Barker, Regional Director  
California State University's CalStateTEACH



**California State University's CalStateTEACH Program**

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

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

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of 5 years beginning 9/1/2020 and ending 9/1/2025, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

**DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

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



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

#### **UNIVERSITY RESPONSIBILITIES**

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

#### **STUDENT TEACHER RESPONSIBILITIES**

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



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

#### **STATUS OF DISTRICT AND UNIVERSITY STUDENTS**

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

#### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

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

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

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

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



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

### **NO WORKERS' COMPENSATION LIABILITY**

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

### **INDEMNIFICATION**

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

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

### **ADDITIONAL PROVISIONS**

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



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

Signed this 8th date of September 2020.

  
\_\_\_\_\_  
School District Designee

\_\_\_\_\_  
Dr. Nan Barker, Regional Director,  
California State University's CalStateTEACH

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Ratification of Agreement  
between Grand Canyon University 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:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The Western Placer Unified School District and Grand Canyon University approve of this agreement. This agreement is a student teaching affiliation agreement to be able to host student teachers in our schools.

**RECOMMENDATION:**

Administration recommends the Board of Trustees ratify the Agreement between Grand Canyon University and the Western Placer Unified School District.

## Student Teaching Affiliation Agreement Between GCU and Western Placer Unified School District

- PARTIES:** This agreement is entered into on this 2nd day of September by and between Grand Canyon University (GCU) and Western Placer Unified School District located at 600 Sixth Street, Lincoln, CA 95648. Hereafter referred to as the "District."
- PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
- TERM:** The term of this Agreement begins 9/2/20 and ends 6/30/23.
- COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete the requirements will result in non-placement of students.
- COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
- CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
- INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
- ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
- NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:

University Dr. Kimberly LaPrade Dean, College of Education Grand Canyon University 3300 W. Camelback Road Phoenix, Arizona 85017	District Western Placer Unified School District <i>Gabriel Simon</i> <i>[Signature]</i> 9/8/20
---	---
- MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
- TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

12. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

14. **RESPONSIBILITIES OF GCU**

- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.
- B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
- D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

- \$1,000,000 Combined Single Limit
- \$2,000,000 General Aggregate
- \$1,000,000 Products Aggregate
- \$1,000,000 Personal Injury
- \$5,000 Medical Payments

Coverage:

- Premises/Operation Liability
- Medical Payments Liability
- Contractual Liability
- Personal Injury Liability
- Independent Contractors

ii. Professional Liability, as related to Educational Services

Limits of Liability:

- \$1,000,000 each wrongful act
- \$1,000,000 aggregate

iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: Dr. Kimberly LaPrade  
(Signature)

Name: Dr. Kimberly LaPrade

Title: Dean, College of Education

Date: 9/2/20

By: [Signature]  
(Signature)

Name: Gabriel Simon  
(Please print or type)

Title: Asst. Supt. of Personnel  
(Please print or type)

Date: 9/8/20

**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 Agreement  
between Public School Works and Western  
Placer Unified School District

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

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

**ENCLOSURES:**

Agreement

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The Western Placer Unified School District and Public School Works approve of this agreement. This agreement is to add an online daily health screener to our mandated online training platforms for all employees.

**RECOMMENDATION:**

Administration recommends the Board of Trustees ratify the Agreement between Public School Works and the Western Placer Unified School District.

## SERVICES AGREEMENT

### 1. Introduction

- 1.1 *Parties.* This Services Agreement (“Agreement”) is made as of September 1, 2020 (“Effective Date”) between WORKS International, Inc. (“WORKS”), a Delaware corporation, having its principal place of business at 3825 Edwards Rd., Ste 400, Cincinnati, Ohio 45209, and Western Placer Unified School District (“Customer”), having its principal place of business at 600 Sixth St., Lincoln, CA 95648.
- 1.2 *Recitals.* WORKS is in the business of developing, marketing, and providing a comprehensive, automated, web-based safety, regulatory compliance and risk management program designed especially for public schools. Customer wishes to obtain from WORKS the right to use WORKS’ safety and compliance program. WORKS is willing to grant such a right. Therefore, WORKS and Customer, intending to be legally bound, agree to the terms and conditions set forth in this Agreement.

### 2. Services

- 2.1 *Selected Services.* WORKS will provide the services described in the proposal attached as Attachment C (“Services”) to Customer. These proprietary services are designed to assist Customer in various areas of business operations and to enhance its capacity to provide its services. Some of the Services may be provided via third parties under contract with WORKS.
- 2.2 *License.* Subject to Customer’s compliance with the terms of this Agreement, and in consideration of Customer’s payment of the applicable fees, WORKS hereby grants Customer a personal, nonexclusive, and nontransferable license to use the Services in support of the internal needs and activities of Customer and as additionally described in Attachment A, subject to any use, user, and quantity limitations specified in this Agreement or any attachment to this Agreement. This license shall terminate upon the termination of this Agreement.
- 2.3 *Availability.* WORKS will take all commercially reasonable steps to keep the Services operating smoothly and efficiently. However, since the Services operate using computer equipment, computer software programs, telecommunications services, and the Internet, WORKS shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures on the part of any third party, failures or deficiencies of Customer’s equipment, or Customer’s failure to meet its responsibilities under this Agreement. WORKS will maintain adequate back-up arrangements and equipment in order to maintain Customer’s data stored on or through the Services’ website in the event of the failure of any of WORKS’ equipment. Services interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Customer’s daytime business activities. For unscheduled Services interruptions that adversely impact Customer’s utilization of the Services attributable to causes within WORKS’ reasonable control, as WORKS’ sole obligation and Customer’s exclusive remedy, Customer shall receive a credit equal to 1/8760th of the then-applicable annual license fees for each full hour that the Services are not available to Customer.
- 2.4 *Other Services.* At Customer’s request, WORKS shall provide professional services and any other services on a time and expenses basis at its then-current standard rates.

### 3. Responsibilities of Customer

Customer is responsible, at its own expense, for (a) procuring, installing, and maintaining computer equipment and computer software programs, including, but not limited to, those listed in Attachment A, at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, (d) determining whether the Services will achieve the results desired by Customer, (e) determining the accuracy and suitability for Customer of all data and content it uploads to and downloads from the Services, (f) adopting reasonable measures to limit Customer’s exposure to potential losses and damages from use, nonuse, errors, or omissions of or in the

Services, or the results thereof, including, without limitation, examining and confirming data and content prior to use and providing for the identification and correction of errors and omissions, (g) data integrity and any necessary conversion of its data to the format required by the Services, and (h) maintaining the compatibility of third-party supplied software and equipment with the Services.

#### **4. Fees and Payment**

4.1 *Fees.* Customer shall pay WORKS the applicable fees set forth in Attachment B beginning with the Effective Date. After the initial term specified in Attachment B, WORKS may change the fees upon 60 days prior written notice to Customer.

4.2 *Expenses.* Customer shall pay all pre-approved out-of-pocket expenses incurred by WORKS on Customer's behalf in connection with this Agreement.

4.3 *Invoices and Payment.* WORKS shall invoice Customer for the fees and expenses due under this Agreement. Customer shall pay all amounts due under this Agreement, except those disputed in good faith, to WORKS upon receipt of the invoice from WORKS. Customer shall pay a monthly service charge of 1.5% on all such amounts not paid within 30 days of the invoice date. Customer shall reimburse WORKS for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency costs.

#### **5. Proprietary Rights and Confidentiality**

5.1 *Copyrighted Works.* Customer acknowledges that the software components of the Services, including, associated report formats, screen displays, menu features, and all derivative works (collectively, "Software") and the written materials and other content provided as part of the Services (collectively, "Materials") constitute copyrighted works protected by federal and international copyright laws and are owned by WORKS or its licensors. The Software, Materials, and all copies, versions, and derivative works of the Software and Materials shall remain the sole property of WORKS or its licensors. Customer shall not permit any personnel to remove any proprietary or restrictive notices contained or included in the Software or Materials, and Customer shall not permit any personnel to copy or modify the Software or Materials, except as specifically authorized by this Agreement. Customer may copy and adapt the Materials for its own internal use, provided all such copies and adaptations include WORKS' proprietary and restrictive notices. In addition, Customer may copy and disclose the Materials to the limited extent necessary for it to comply with any applicable public records laws or regulations.

5.2 *Restrictions.* Customer further acknowledges that the Software and Materials are commercially valuable proprietary products belonging to WORKS or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford WORKS and or its licensors a commercial advantage over its competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying or downloading or use of the Software or the Materials would cause substantial damage to WORKS and its licensors. Customer shall not decompile or otherwise reverse engineer or decode the Software. Customer shall not disclose the results of any benchmark tests run on the Software, without the prior written approval of WORKS. Customer shall not undertake, directly or indirectly, any action or omission that may in any way lead to the unauthorized dissemination, reproduction, or use of the Software or the Materials. Customer may allow certain third parties access to the Services when such parties require access in order for Customer to use the Services as contemplated by this Agreement. Other than as permitted by the foregoing sentence and in Attachment A, Customer may not allow access to the Services by any entity without the prior written consent of WORKS.

5.3 *Ownership.* The Software and Materials and all copies, versions, and derivative works of the Software and Materials made by or on behalf of Customer are and shall remain the sole property of WORKS or its licensors. Any modifications to the Software, including all associated intellectual property rights, made or provided by WORKS pursuant to this Agreement, whether alone or with any contribution by

Customer, shall be owned exclusively by WORKS or its licensors. To the extent that Customer may acquire any right or interest in the modifications by operation of law, Customer irrevocably assigns all such right and interest exclusively to WORKS. Customer shall take any action and execute any documents reasonably necessary and sufficient to give effect to the provisions of the foregoing.

- 5.4 *Export Restrictions.* Customer shall not export the Services, the Software, the Materials, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America.
- 5.5 *Student and Staff Records.* WORKS acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, "Records"). The Records are the sole property of Customer. WORKS shall maintain the confidentiality of the Records. WORKS shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. WORKS may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure.
- 5.6 *Survival.* Each party's obligations under this Section 5 shall survive termination of this Agreement, except, with respect to non-trade secret confidential information, to the extent that applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement. Each party acknowledges that a breach of its obligations under this Section 5 may cause irreparable harm to the other party or its licensors for which monetary damages would be inadequate and the other party or its licensors may be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or in equity.

## 6. Warranties

- 6.1 *Authority.* Each party warrants that it has the full authority, right, and power to enter into and perform its obligations under this Agreement. Each party warrants that its entering and performing this Agreement does not conflict with any other agreement to which it is a party, or any law or regulation of any applicable governmental authority.
- 6.2 *Performance.* WORKS warrants that it has the right to grant the rights granted to Customer under this Agreement. WORKS warrants that the Services will be of professional quality conforming to the applicable generally accepted industry standards. As WORKS' sole obligation and Customer's exclusive remedy, in the event of any material failure to meet such standards, WORKS shall make all reasonable efforts to correct any such failure. Due to the unique circumstances of Customer, WORKS does not warrant that the Services or Materials are accurate with respect to the regulations applicable to Customer or will meet Customer's particular requirements. Customer is solely responsible for (a) the proper use of the Services; (b) the content and accuracy of all reports and documents prepared in whole or in part by using the Services; and (c) ensuring that Customer is in compliance with all applicable laws and regulations. Customer acknowledges that it does not rely on WORKS or the Services for any advice or guidance regarding compliance with laws and regulations.
- 6.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WORKS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. WORKS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

## 7. Indemnities and Liabilities

- 7.1 *Indemnification by Customer.* Except to the extent prohibited by law, Customer shall indemnify and hold WORKS and its licensors harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) Customer's use of the Services; (b) Customer's operation of its business and the safety of its workplace;

(c) Customer's gross negligence or willful misconduct; (d) claims of users whom Customer allows to access the Services, and (e) as to this Agreement, any breach of its obligations under Section 5 above.

- 7.2 *Indemnification by WORKS.* WORKS shall indemnify and hold Customer harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) WORKS' operation of its business or the safety of its workplace; (b) WORKS' gross negligence or willful misconduct; and (c) as to this Agreement, any breach of its obligations under Section 5 above. The limitation set forth in Paragraph 7.3 below shall not apply to claims under this Paragraph 7.2.
- 7.3 *Limitation of Liability.* The total liability of WORKS and its licensors for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other thing under this Agreement, shall not exceed the amounts paid by Customer to WORKS under this Agreement during the 12 months immediately preceding the claim.
- 7.4 *Exclusion of Liability.* WORKS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO WORKS' WEBSITE. IN NO EVENT SHALL WORKS, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF CUSTOMER EMPLOYEES, THIRD-PARTY CLAIMS BASED ON CUSTOMER ACTS OR OMISSIONS, OR PENALTIES OR CITATIONS AGAINST CUSTOMER OR ANY AFFILIATE OF CUSTOMER, EVEN IF WORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.5 *Survival.* The obligations under this Section 7 shall survive termination of this Agreement.

## 8. Term and Termination

- 8.1 *Term.* This Agreement shall commence on the Effective Date and shall continue for the initial term specified in Attachment B. Thereafter, this Agreement shall automatically renew for successive renewal terms of 12 months each, unless and until this Agreement is otherwise terminated in accordance with this Agreement.
- 8.2 *Termination for Convenience.* Either party may terminate this Agreement at any time upon 30 days prior written notice to the other.
- 8.3 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.
- 8.4 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The nondefaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within 30 days after receipt of the notice, the nondefaulting party may terminate this Agreement by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the nondefaulting party may terminate this Agreement immediately upon written notice to the defaulting party. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.
- 8.5 *Additional Right.* In addition to the rights set forth in this Agreement, if Customer fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for 60 days, or fails to carry out any other material obligation under this Agreement, WORKS may, at its option, suspend Customer's

access to the Services, upon ten days prior written notice to Customer. Unless this Agreement is terminated pursuant to Paragraph 8.4 above, upon Customer curing the default, WORKS shall reinstate any suspended access to the Services.

8.6 *Effect of Termination.* Customer shall cease all use of the Services and Materials immediately upon termination of this Agreement. Within ten days after the effective date of any termination, Customer shall return to WORKS or destroy the Materials and all materials or media, including any information, records, and materials developed on the basis of any WORKS confidential information. No termination of this Agreement shall release Customer from any obligation to pay WORKS any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of access to the Services shall release Customer from any obligation to pay WORKS any fees due under this Agreement. Only if Customer terminates this Agreement due to WORKS' default, will Customer be entitled to a refund of amounts paid to WORKS for the portion of the current fee period following the date of termination of this Agreement. At Customer's request, upon termination of this Agreement, Customer and WORKS will determine the appropriate data retention and destruction strategies for Customer's data archived on the Services' website, based on both Customer's retention requirements and the legal retention requirements then in effect. Customer shall pay WORKS' then-current standard rates for WORKS' work to destroy or to format, prepare, and deliver Customer's data to Customer. Notwithstanding the foregoing, WORKS has no obligation to deliver Customer's data to Customer until Customer has paid WORKS all amounts due from Customer under this Agreement. There will be no charge for WORKS to retain Customer's data.

## 9. Miscellaneous

9.1 *Nonsolicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the consent of the other party, any employee, consultant, or subcontractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed following termination of the employment of the employee, consultant, or subcontractor, whichever occurs first.

9.2 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 9.2, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

9.3 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.

9.4 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

9.5 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in Paragraph 1.1 above, or to such other address as shall be advised by any party to the other in writing. Notices shall be effective as of the date of receipt.

9.6 *Third-Party Beneficiaries.* For the limited purpose of enforcing the obligations under Section 5 above, WORKS' licensors, suppliers, and subcontractors shall be third-party beneficiaries under this Agreement.

9.7 *Dispute Resolution.* Any claim or controversy arising out of or relating to this Agreement, including any

anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the parties themselves or through mediation, shall be settled by binding arbitration in the Cincinnati, Ohio area, administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Subject to any applicable open public records laws, neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the prevailing party shall be entitled to an award of reasonable attorney's fees.

- 9.8 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles.
- 9.9 *Provisions Severable.* The provisions of this Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.
- 9.10 *Entire Agreement.* This Agreement, together with the attachments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

**Western Placer Unified School District**

**WORKS International, Inc.**

By:   
(Signature)

By:   
(Signature)

Gabriel Simon  
(Name)

Joseph Rotondo  
(Name)

Assistant Superintendent Personnel  
(Title)

VP Sales & Marketing  
(Title)

9/1/2020  
(Date)

9-1-2020  
(Date)

## ATTACHMENT A ADDITIONAL INFORMATION

### 1. Software Needed to Use Services

The Software licensed under this Agreement as part of the Services is designed and built to operate on a variety of systems and hardware. The software (at the specified versions) listed below is suggested to experience the full potential of the Services. The listed software is available free of charge and can be obtained by Customer through links either on WORKS' website or embedded in the Software.

- Adobe Acrobat Reader
- Adobe Flash Player <sup>(1)</sup>
- Edge (v.17)
- Firefox (v.57)
- Google Chrome (v.64)
- Internet Explorer (v.11)
- Safari (v.10.3)

(1) Due to the limitations of Adobe Flash Player and mobile devices, PublicSchoolWORKS is no longer publishing courses in Flash. We are now publishing in HTML5 and are transitioning all courses to HTML5 to enhance user experience on mobile devices.

### 2. Additional Use of Services

If Customer acquires the EmployeeSafe Suite Services under this Agreement, Customer may use EZmaint, Preventive Maintenance, and ITassist Services at no additional charge under the terms of this Agreement.

If Customer acquires Compliance Manager, Hazard Reporting, Staff Safety Reporting Systems, EZmaint, or ITassist under this Agreement, Customer may use such Services to manage the work of third-party service providers.

Online training is available to Customer employees only, unless otherwise provided in this Agreement.

To the extent that the additional uses described above allow use of any components of Services, including the Software, for or by third parties, Customer shall require all such third parties to abide by the license restrictions and confidentiality provisions set out in this Agreement. Customer hereby guarantees the compliance of such third parties with the terms of this Agreement and shall be fully liable for any and all noncompliance by such third parties.

**ATTACHMENT B  
TERM OF SERVICES AND FEES**

The following presents the term of services, the number of users on which the pricing has been derived, the services pricing, and the payment schedule. Pricing is effective for 30 days from the date of the proposal. Pricing is subject to change with any adjustments to number of staff/users served.

This agreement is for HealthAssist.

Term: 1 year

No. of users: 1,160

Implementation: \$500

PublicSchoolWORKS’ school safety program professionals advising and executing systems configuration and setup, data integration setup, district-specific programs development and implementation (including custom courses if applicable), etc.

Annual Fees: \$1,684

Ongoing services defined by the PublicSchoolWORKS’ 6-pillar delivery model, software and content license fees, HR/SIS data integration maintenance, software hosting, delivery and improvements/upgrades, etc. – as appropriate

Schedule:	<b>Year 1</b>	Sept. 2020 thru Aug. 2021	Annual fees + Implementation	<b>\$2,184</b>
	<b>Year 2+</b>		Annual fees	<b>\$1,684</b>

## ATTACHMENT C SERVICES

### A. SERVICES

Attachment C defines the services and pricing for all or select programs associated with the PublicSchoolWORKS' safety, regulatory compliance and risk management solution for schools. All programs included under this contract are implemented and delivered utilizing the applicable PublicSchoolWORKS' proprietary software, content and services available through the PublicSchoolWORKS' 6-pillar service model presented in Section D of this attachment.

Due to the ever-improving PublicSchoolWORKS' products, software, services and support, along with new programs or modifications to programs/suites due to new laws, new threats, or changes in best practices in school safety, please refer to the PublicSchoolWORKS' website or your Account Executive to clarify the most recent components of included products and services.

### C. STARTUP NOTES

There is limited involvement of district staff to get PublicSchoolWORKS' programs up and running as virtually all implementation services are provided by PublicSchoolWORKS. District involvement is typically limited to: coordinating with PublicSchoolWORKS' IT for staff data integration; adding PublicSchoolWORKS' system access links on the district website; providing district-specific information for customization of program content and responsibilities (including training courses if applicable); and being involved in discussions regarding the implementation strategy and development of district-specific programs and plans. Specific services provided by PublicSchoolWORKS associated with startup include:

#### *Systems Setup and Integration*

- Development, configuration and setup of a dedicated, district-specific PublicSchoolWORKS' system.
- Staff data integration: options include auto-ftp, Clever, Active Directory, Active Directory Federated Services, and Google Single Sign-On. Manual staff data management is also an option.

#### *Program Development and Setup*

- Discussions with key administrators providing direction, advice and program/training prioritization based on federal and state regulatory mandates, board policies, liability exposure, workers' comp claims/costs, staff accident trends, and best practices in schools.
- As appropriate, staff training program plan development including specific course selection, course customization (see below), coordination, and scheduling.
- Setup of automated services and systems – for example: staff training course assignments and incomplete training reports.

#### *Course Customization (if applicable)*

There are three levels of course customization available. Levels 1 and 2 are included in this proposal. Level 3 courses will be priced on a time and materials basis:

**Level 1:** Integration of district-specific content into PublicSchoolWORKS' master courses. Examples include: the Hepatitis B at-risk definition in Bloodborne Pathogens course; the integration of school-specific AED locations in the AED instructional courses - this work includes the uploading of building floor plans showing AED locations by AED type, and the integration of floor plans into the AED-specific instructional use course.

**Level 2:** Development of district-specific policy and handbook courses. Examples include: discriminatory harassment policy, restraint and seclusion policy, school handbooks, acceptable-use policy signoff, etc.

**Level 3:** Custom district-specific staff training courses solely developed by PublicSchoolWORKS or co-developed by PublicSchoolWORKS and the customer. The PublicSchoolWORKS' Course

Development Team can utilize a range of technologies and include a variety of content (i.e., including interactions/exercises) and delivery media (e.g., video), with a focus on making courses concise, relevant, effective, engaging and purposeful.

*Safety/Compliance Documents and Program Plans*

- Customization and uploading of key safety documents into the district’s PublicSchoolWORKS’ online Safety Document Library – as necessary to satisfy staff accessibility mandates or to supplement district-specific content for staff training courses.
- Development and setup of program components using district documents (e.g., AED locations in schools) or PublicSchoolWORKS’ customizable model program plans and documents (e.g., Bloodborne Pathogens Exposure Control Plan, Hazard Assessments, etc.).

**D. PublicSchoolWORKS’ 6-PILLAR SERVICE MODEL**

The PublicSchoolWORKS’ safety, regulatory compliance and risk management solution for schools delivers a preeminent and highly-refined program that is implemented as a turnkey solution via the PublicSchoolWORKS’ 6-pillar service model. The program includes all components needed to deliver a fully-automated, comprehensive solution based on the core objectives to provide consistency throughout the district and maintain full staff readiness year after year – all while minimizing administrative time and effort.

The PublicSchoolWORKS’ 6-pillar service model includes:

**1. Program Management Coordinator (PMC)**

A school safety program professional charged with the responsibility to advise, implement and continuously improve the customer staff safety program.

**2. 24/7 Staff Hotline**

Providing technical support for accessing and using the PublicSchoolWORKS’ software, answering staff questions regarding safety, regulatory compliance, training course content and training compliance issues, and giving ready access to chemical SDSs, chemical safety information and chemical exposure response procedures.

**3. Research Experts**

A team of people researching, monitoring and analyzing federal, state, and local regulations, and best practices in school safety.

**4. Program Development Specialists**

A team of people specializing in breaking down laws, school-safety best practices, and staff/student social and emotional health topics into comprehensive, school-specific programs, and automating each program using the PublicSchoolWORKS’ award-winning web-based software and developing custom content needed to ensure customer compliance.

**5. Content**

Required program written plans, training courses, inspections, forms, reports, posters, stickers, and much more.

- 600+ specialized training courses (including features to deliver district-specific information in any course), incorporating customer-applauded training content developed from top industry authors - including school, safety, HR and other qualified experts.
  - Children's Internet Protection Act (CIPA)
  - Emergency Management
  - First Aid Equipment & Supplies
  - Food Safety
  - Hazard Assessments
  - Human Resources & Employment Law
  - Information & Communications Technology
  - Operations Safety
  - Personal Productivity
  - Safe Work Practices & Job Procedures
  - School Nurse Safety
  - State-Specific Safety & Regulatory Compliance
  - Student Behavior, Intervention & Support
  - Student Safety, Wellness & Social Responsibility
  - The WORKS How-To Courses
  - Workplace Safety & Regulatory Compliance
- Custom District Courses and Content
  - Courses delivering board policies, staff handbooks, etc.

- District policy information added to PublicSchoolWORKS' master courses – designed specifically to allow schools to convey key district information to staff within the context of any PublicSchoolWORKS' master course.
- Addition of required information to master courses, in compliance with mandates – e.g., floor plans showing the location of asbestos, location of AEDs, etc.
- District-specific course content (e.g., video, PowerPoint, Word doc, etc.) converted to web-native format and delivered and managed through the PublicSchoolWORKS' training system.
- District-specific crisis preparedness courses – managed and delivered to sustain staff full-readiness for emergencies and threats
- Complete, customizable program written plans, including, but not limited to:
  - Bloodborne Pathogen (Exposure Control Plan)
  - Hazard Communication
  - Lockout/Tagout
  - Injury and Illness Prevention Program Plan
- School inspections, including, but not limited to, playgrounds, bleachers, fire and life safety, school safety, etc.
- School drills, including state-mandated forms
- Posters, including chemical safety and SDS access, accident reporting, etc.
- Stickers and labels

#### 6. Award-Winning Software



##### **Staff Training Management System**

Web-based staff training delivery and management system, purpose built to fully automate every school staff training situation, including subs, job changes, recurring/periodic training, leaves of absence, new-hire orientation, department changes, certifications, individual assignments, secondary occupations (e.g., coach), site-specific training, post-incident retraining (if using the PublicSchoolWORKS' Accident Management System), and more. Very simply, set it and forget it, and the system will automatically manage, deliver, track and document all the staff training needs/requirements of the district without human intervention.



##### **Accident Management System (for staff)**

System automates and manages all aspects of staff accidents, including SmartForm reporting (i.e., information verified for accuracy and completeness, and questions change based on responses); auto-notification of school and district leaders; auto-notification, tracking and documentation of incident investigation and witness statements; auto-completion of Worker's Comp claim form and delivery to external contacts (if appropriate); post-incident retraining of affected employee (integrated with Staff Training Management System); auto-completion of the OSHA 300 reports (if applicable); reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident report information; and both district-wide and school incident trend reports.



##### **Compliance Task Management System (manages non-training requirements)**

System automates and manages all safety, compliance and other non-training related tasks, such as drills, inspections, assessments, maintaining medical supplies, and much much more. System auto-generates task orders per schedule and then notifies, tracks and documents completion of each task. District leaders are notified if key tasks are not completed. Tasks are predefined for each state as needed to implement best practices in school safety and regulatory compliance, or can be custom developed to address a district's specific needs. Can even be used to manage tasks assigned to contracted services.



##### **SDS Now!**

System provides school staff with 24/7 access, via online or telephone with a chemical safety specialist (assists in 158 languages), to chemical Safety Data Sheets (SDS), chemical safety information, chemical spill cleanup steps, and chemical exposure response procedures. System provides access to a master SDS database containing millions of current and archived SDSs in multiple languages. In states adhering to Federal OSHA or similar requirements, SDS Now! eliminates the need for paper SDS binders. An enhanced service is available for those wanting to expand into district-specific SDSs online binders.



#### ***Safety Document Library***

System provides a secure, readily accessible, organized online repository for all district safety documents and files, accessible from one central location. Folder configuration provides an intuitive system for storage and access. Library is integrated with other PublicSchoolWORKS' systems so that library files can be accessed and delivered by other systems. For example, forms can be delivered in staff training courses, or automatically provided to an injured employee, or included in a compliance task. Districts using this system have access to FileShare, a special library of school-focused, well-developed forms, documents, posters and much more, that have been submitted by customer districts or created by PublicSchoolWORKS.



#### ***Staff Misconduct Reporting System***

System provides a secure and confidential way for staff to report issues related to harassment, violence, discrimination, fraud, embezzlement and other issues that may lead to an unsafe or hostile work environment. Select district personnel are auto notified when a report is submitted, enabling quick and appropriate action when needed. The system documents the investigation and resolution, and provides both district and school trend reports.



#### ***Safety Hazard Reporting System***

System provides an easy way for staff to report workplace safety hazards – with attachments if necessary (such as photos). School and central office staff are notified when a hazard report is submitted. An online assessment is provided for each reported hazard. Each hazard report can be converted into one or more follow-up action items – e.g., to remediate the hazard; establish or change a safe work practice or job procedure; or enhance staff training. Action items are tracked and completion documented. System is integrated with PublicSchoolWORKS' EZmaint, so action items can be routed to the district maintenance department. The submitter of a hazard report can opt to be notified whenever the report status changes.



#### ***Near-Miss Incident Reporting System***

System provides a mechanism for staff to report near-miss incidents. School and central office staff are notified when a near-miss incident is reported. An online investigation is provided for each reported incident. Each near-miss incident report can be converted into one or more follow-up action items – e.g., establish or change a safe work practice or job procedure; or enhance staff training. Action items are tracked and completion documented.



#### ***Safety Suggestion System***

System for staff to submit safety suggestions. District leaders are notified when a suggestion is submitted and can respond or update the submitter regarding actions taken as a result of each safety suggestion. A suggestion can initiate follow-up actions that remain associated to the suggestion and are tracked and completion documented. The submitter of the suggestion can opt to be notified whenever an action related to their suggestion is acted on.



#### ***Security Concern Reporting System (in development)***

System provides a quick and easy way for staff to report anything that may affect the safety of staff and students or the integrity and security of the school. Reports could include physical issues such as a malfunctioning door or overgrown bush resulting in a hiding spot, or missing crisis response equipment or supplies. Both district and school leaders are immediately notified when a security concern is reported. The reporting system is integrated with the Assessment System which guides the evaluation and

remediation of the security concern. Each report can then be converted into one or more follow-up action items – e.g., to remediate the security issue. The submitter of the security concern can opt to be notified whenever an action related to their report is acted on.



#### ***Indoor Environmental Quality (IEQ) Concern Reporting System***

System for staff to report concerns regarding perceived hazardous environmental conditions potentially impacting staff/student health and safety. Pictures or other files can be attached to a report to show evidence of the IEQ issue. School and central office staff are notified when an IEQ report is submitted. An online assessment is provided for each reported concern. Each report can be converted into one or more follow-up action items to investigate and address the concern. Action items are tracked and completion documented. System is integrated with PublicSchoolWORKS' EZmaint, so action items can be routed to the district maintenance department. The submitter of an IEQ concern can opt to be notified whenever the report status changes or the district communicates a response to the concern.



#### ***Pests or Signs of Pests Reporting System***

System for staff to report seeing pests or signs of pests, often as a part of an integrated pest management program. Pictures can be attached to a report to show evidence of pests. Central maintenance/grounds personnel are notified when a pest report is submitted. Each pest report can be converted into one or more follow-up action items, such as apply pest-control treatment. Action items are tracked and completion documented. The submitter of a pest report can opt to be notified whenever the report status changes.



#### ***Refusal to Work (Due to Dangerous Conditions) Reporting System***

System for a worker to report hazardous working conditions that may result in the injury or illness of the worker or others if the planned work is performed. District staff are notified when a report is submitted. An online assessment of the hazardous working conditions is provided for each report. Each report can be converted into an action item to remediate the hazardous conditions and re-establish safe working conditions. An action items is tracked and its completion documented. The submitter of a report can opt to be notified whenever the report status changes.



#### ***Student Accident Management System***

System automates and manages all aspects of student accidents, including SmartForm reporting (i.e., information verified for accuracy and completeness, and questions change based on responses); auto-notification of school and district leaders; reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident-report information; and both district-wide and school incident trend reports. The system is integrated with the PublicSchoolWORKS' Student Behavior Management System so that accidents resulting from inappropriate student behavior and/or impacting a student victim, can be readily converted to a student behavior referral – where appropriate discipline and interventions can be applied, managed and tracked.



#### ***Stay Safe, Speak Up! Student Safety Reporting System***

System provides students and parents multiple methods to securely and anonymously disclose bullying or other safety concerns, 24/7. Methods include: 1) mobile app, 2) online, 3) hotline to live attendant, and 4) hotline to answering machine. A PublicSchoolWORKS' person is immediately involved in ALL reports from ALL methods. Designated central office and school staff are notified via email the instant a report is submitted and can automatically initiate appropriate follow-up. Reports involving an immediate threat to safety activate the PublicSchoolWORKS' "urgent call tree" and a PublicSchoolWORKS' person will contact school officials until someone is reached. Administrative reports let you monitor safety trends by building and incident type and use it to guide student safety program improvements. The system is integrated with the PublicSchoolWORKS' Student Behavior Management System so that reports regarding inappropriate student behavior and/or impacting a student victim, can be readily converted to a student behavior referral – where appropriate discipline and interventions can be applied, managed and tracked.


**Student Behavior Management System**

System for teachers to document, track and effectively manage classroom discipline, and for principals to document and manage front-office discipline. Includes all needed reporting methods, including in-classroom documentation reports, bus referrals, office referrals, and positive reports – the latter can include school specific positive certificates and awards. A feature-rich system that documents all aspects of student behavior including offenses, interventions, code of conduct violations, consequences, and much more. Provides for custom school-specific setup and multiple options for defining, applying, tracking, and documenting consequences. Can be uniquely configured to automate any behavior management strategy (e.g., PBIS, progressive discipline policies, etc.), for any age level (e.g., color wheel).


**Volunteer, Visitor, Contractor, Parent Accident Management System**

System automates and manages all aspects of accidents involving volunteers, visitors, contractors and parents. Includes the PublicSchoolWORKS' SmartForm reporting feature where information is verified for accuracy and completeness, and questions change based on responses; auto-notification of school and district leaders; reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident-report information; and both district-wide and school incident trend reports.


**Parent Info Center**

System provides the district with an online mechanism that gives parents direct access to: a) key district staff and student training courses, as often required by law, b) the Stay Safe, Speak Up! Student Safety Reporting System, providing parents with multiple methods to securely and anonymously disclose bullying or other safety concerns, 24/7, and c) the same national crisis hotlines used by the Stay Safe, Speak Up! Student Safety Reporting System.


**EZmaint (free to districts implementing the EmployeeSafe<sup>SM</sup> Programs Suite)**

System provides the district with a purpose-built physical plant maintenance system built to satisfy the special needs of a public school system, yet is customizable to accommodate virtually any school maintenance operations strategy. Each school can be configured with a dedicated Work Request Management Module, allowing for the internal management of teacher work requests, or the forwarding of requests to the central services Work Order Management Module – the latter a robust, full-featured, central maintenance work management system uniquely and practically designed specifically for a public school system. EZmaint is integrated with the PublicSchoolWORKS Safety Reporting Systems, thus, a reported hazard, an IEQ concern, etc. can be easily routed into EZmaint for remediation.

EZmaint also includes a Preventive Maintenance Module that makes it easy to set up an effective preventive maintenance program for any school. To make it even easier, the module contains PMIs (Preventive Maintenance Instructions) for most all the equipment found in schools.


**ITassist (free to districts implementing the EmployeeSafe<sup>SM</sup> Programs Suite)**

System provides the district with a purpose-built IT trouble ticket system that can be configured to accommodate virtually any school IT systems management and repair/maintenance approach. Each school can be configured with a dedicated Service Request / Trouble Ticket Management Module, allowing for the internal management of teacher service requests, or the forwarding of requests to central IT Services – the latter a robust, full-featured, central IT Services system uniquely and practically designed specifically for a public school system. ITassist is integrated with EZmaint, thus, an IT Service Request requiring the support of central maintenance (e.g., faulty building wiring) can be routed into EZmaint for repair.

ITassist also includes a Recurring Maintenance Module that makes it easy to set up a recurring maintenance program for a district's IT equipment and systems.

**WORKS International, Inc.**  
 Rookwood Exchange - 3825 Edwards Road, Ste 400  
 Cincinnati, OH 45209 US  
 mmoore@publicschoolworks.com

# Invoice

**BILL TO**  
 Western Placer Unified School District  
 600 Sixth St., Ste. 400  
 Lincoln, CA 95648 USA

**SHIP TO**  
 Western Placer Unified School District  
 600 Sixth St., Ste. 400  
 Lincoln, CA 95648 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
13035	09/01/2020	\$2,184.00	10/01/2020	Net 30	

**SALES REP**  
 Michael Cristante

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	HealthAssist Program			
<b>Implementation Fees</b>	PublicSchoolWORKS' school safety program professionals advising and executing systems configuration and setup, data integration setup, district-specific programs development and implementation (including custom courses if applicable), etc.	1	500.00	500.00
<b>Annual Fees</b>	Ongoing services defined by the PublicSchoolWORKS' 6-pillar delivery model, software and content license fees, HR/SIS data integration maintenance, software hosting, delivery and improvements/upgrades, etc.	1	1,684.00	1,684.00

BALANCE DUE

**\$2,184.00**

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Approve Resolution 20/21.3 Regarding  
English Learner Authorization

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Gabe Simon, Ed.D.   
Assistant Superintendent of Personnel

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

Yes

---

**BACKGROUND:**

In order to ensure proper credentialing and teacher consistency for one of our assignments, the District administration is making a recommendation that the Board approve Resolution No 20/21.3 which will allow one certificated teacher to teach English Learner students for the 2020-2021 school year. The teacher has consented to this assignment.

**RECOMMENDATION:**

Administration recommends the Board of Trustees approve Resolution 20/21.3 authorizing a Waiver for teacher Mark Rodriguez to teach English Learner students.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 20/21.3**

**AUTHORIZATION TO TEACH ENGLISH LEARNERS  
FOR THE 2020-2021 SCHOOL YEAR**

WHEREAS, the Western Placer Unified School District always seeks to hire fully credentialed teachers to teach all subjects. However, when credentialed teachers are not available, some teachers may be assigned to classes that are outside their credential authorizations but still in compliance with the law;

WHEREAS, an Emergency Waiver authorizes the teaching of English Learners through specially designed academic instruction delivered in English (SDAIE) in the subjects and at the levels authorized by the prerequisite credential or permit with a teacher's consent irrespective of the designations on the individual's teaching credential;

WHEREAS, the District finds that Mark Rodriguez has satisfied the criteria to teach English Learners in an elementary (TK-5<sup>th</sup> Grade) setting; and

WHEREAS, Mark Rodriguez has consented to teaching in an elementary (TK-5<sup>th</sup> Grade) setting.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Western Placer Unified School District authorizes Mark Rodriguez to teach English Learners in an elementary (TK-5<sup>th</sup> Grade) setting at First Street Elementary School.

PASSED AND ADOPTED this 15th day of September, 2020 by the Board of Trustees of the Western Placer Unified School District by the following vote:

AYES:            NOES:            ABSENT:            ABSTAIN:

\_\_\_\_\_  
President  
Board of Trustees  
Western Placer Unified School District

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

\_\_\_\_\_  
Clerk  
Board of Trustees  
Western Placer Unified School District

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

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

## DISTRICT GLOBAL GOALS

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

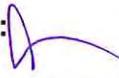
**SUBJECT:**

Approve Resolution #20/21.09  
Authorized Signatories for WPUSD

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick   
Assistant Superintendent - Business & Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

General Fund

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

Yes

---

**BACKGROUND:**

The Resolution 20/21.09, with board approval, authorizes the listed employees to act as agents for the District in matters relating to the conduct of business. Their signatures will be required on various documents, contracts, purchase orders, Federal and State Grants, accounts payable, payroll, and revolving fund warrants only those named in this resolution will be authorized signatories for the Western Placer Unified School District and that listed employees are approved as authorized signatories for the Western Placer Unified School District.

**RECOMMENDATION:**

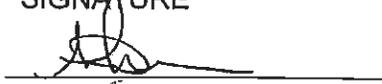
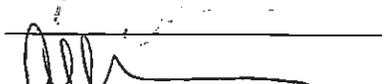
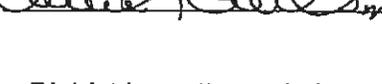
Staff recommends the Board of Trustees adopted Resolution 20/21.09 to approve listed employees as authorized agents of the district and authorized signatories for the Western Placer Unified School District.

**WESTERN PLACER UNIFIED WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 20/21.09**

**Resolution Authorizing Signatories**

**Whereas**, the persons who are listed below are employed by Western Placer Unified School District, and

NAME	TITLE	SIGNATURE
Scott Leaman	Superintendent	
Kerry Callahan	Deputy Superintendent, Educational Services	
Audrey Kilpatrick	Assistant Superintendent, Business Services	
Gabriel Simon	Assistant Superintendent, Personnel	
Carrie Carlson	Director - Business	

**Whereas**, the above listed employees will be acting as agents for the District in matters relating to the conduct of business, and

**Whereas**, signatures will be required on various documents, contracts, purchase orders, Federal and State Grants, accounts payable, payroll, and revolving fund warrants,

**Whereas**, from this date forward, only those named in this resolution will be authorized signatories for the Western Placer Unified School District,

**Be it therefore resolved** that above listed employees are approved as authorized signatories for the Western Placer Unified School District,

**PASSED AND ADOPTED** by the Board of Trustees of the Western Placer Unified School District this 15<sup>th</sup> day of September, 2020, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_

President of the Board of Trustees of the  
Western Placer Unified School District

ATTEST:

\_\_\_\_\_  
Scott Leaman, Board of Trustees Secretary

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**  
Student Discipline  
Re-Entry of Student # 19-20-C

**AGENDA ITEM AREA:**  
Consent Session

**REQUESTED BY:**  
Chuck Whitecotton  
District Hearing Officer

**ENCLOSURES:**  
Yes

**DEPARTMENT:**  
Administration

**FINANCIAL INPUT/SOURCE:**  
N/A

**MEETING DATE:**  
September 15, 2020

**ROLL CALL REQUIRED:**  
No

---

**BACKGROUND:**

The Board of Trustees will disclose any action taken during Closed Session in regards to the expulsion of Student # 19-20-C

**RECOMMENDATION:**

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

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Williams Uniform Quarterly  
Complaint Report

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Scott Leaman,  
Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

One component of the Williams Settlement Legislation requires each district to submit a quarterly report to the County Superintendent and the Governing Board on the nature and resolution of complaints addressing insufficient instructional material, teacher vacancies and misassignments, and emergency or urgent facilities issues.

**RECOMMENDATION:**

Administration recommends the Board of Trustees approve the results of the Williams Uniform Complaint report.

Quarterly Report on Williams Uniform Complaints  
[Education Code § 35186(d)(e)]

District: Western Placer Unified School District

Person completing this form: Maria Gonzalez

Title: Administrative Assistant to the Superintendent

Quarterly Report Submission Date:  April *Due: April 30<sup>th</sup>*  
 (Check one)  July *Due: July 31<sup>st</sup>*  
 October *Due: October 31<sup>st</sup>*  
 January *Due: January 31<sup>st</sup>*

Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 09/15/20

No complaints were filed with any school in the district or with a district official during the quarter indicated above.

Complaints were filed with a school(s) in the district or with a district official during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
CAHSEE Intensive Instruction & Services	0	0	0
<b>TOTALS</b>	0	0	0

**Scott Leaman**

Print Name of District Superintendent

  
Signature of District Superintendent

8/31/20  
Date

Please submit to: Suzie Arcuri, Executive Assistant to the County Superintendent of Schools  
Placer County Office of Education  
360 Nevada Street, Auburn, CA 95603  
(530) 889-5941 / Fax: (530) 886-5841

Quarterly Report on Williams Uniform Complaints  
[Education Code § 35186(d)(e)]

District: Western Placer Unified School District

Person completing this form: Maria Gonzalez

Title: Administrative Assistant to the Superintendent

- Quarterly Report Submission Date: (Check one)
- April *Due: April 30<sup>th</sup>*
  - July *Due: July 31<sup>st</sup>*
  - October *Due: October 31<sup>st</sup>*
  - January *Due: January 31<sup>st</sup>*

Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 09/15/20

- No complaints were filed with any school in the district or with a district official during the quarter indicated above.
- Complaints were filed with a school(s) in the district or with a district official during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
CAHSEE Intensive Instruction & Services	0	0	0
<b>TOTALS</b>	0	0	0

**Scott Leaman**

Print Name of District Superintendent

  
Signature of District Superintendent

8/31/20  
Date

Please submit to: Suzie Arcuri, Executive Assistant to the County Superintendent of Schools  
Placer County Office of Education  
360 Nevada Street, Auburn, CA 95603  
(530) 889-5941 / Fax: (530) 886-5841

Quarterly Report on Williams Uniform Complaints  
[Education Code § 35186(d)(e)]

District: Western Placer Unified School District

Person completing this form: Maria Gonzalez

Title: Administrative Assistant to the Superintendent

Quarterly Report Submission Date:  April *Due: April 30<sup>th</sup>*  
 (Check one)  July *Due: July 31<sup>st</sup>*  
 October *Due: October 31<sup>st</sup>*  
 January *Due: January 31<sup>st</sup>*

Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 09/15/20

No complaints were filed with any school in the district or with a district official during the quarter indicated above.

Complaints were filed with a school(s) in the district or with a district official during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
CAHSEE Intensive Instruction & Services	0	0	0
<b>TOTALS</b>	0	0	0

**Scott Leaman**

Print Name of District Superintendent

  
Signature of District Superintendent

8/31/20  
Date

Please submit to: Suzie Arcuri, Executive Assistant to the County Superintendent of Schools  
Placer County Office of Education  
360 Nevada Street, Auburn, CA 95603  
(530) 889-5941 / Fax: (530) 886-5841

**PUBLIC**

**HEARING**

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

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

## DISTRICT GLOBAL GOALS

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

**SUBJECT:**

Public Hearing re Sufficient  
Instructional Materials

**AGENDA ITEM AREA:**

Public Hearing

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Notice of Public Hearing

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

LCFF

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

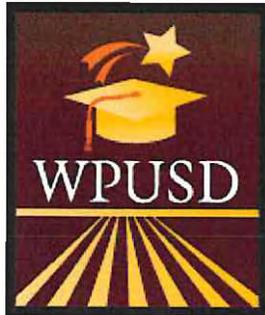
---

**BACKGROUND:**

Education Code 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards aligned textbooks or instructional materials for students in each of its schools. A ten-day notice of the public hearing is required. Notices of the public hearing was posted on our WPUSD Website and sent to our local schools on September 1, 2020.

**RECOMMENDATION:**

Hold public hearing regarding sufficient instructional materials.



# WESTERN PLACER UNIFIED SCHOOL DISTRICT

## NOTICE OF PUBLIC HEARING Instructional Materials Virtual Meeting September 15, 2020 6:00 P.M.

Notice is hereby given that the Western Placer Unified School District will hold a public hearing at which the governing board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders. This hearing shall make a determination, through a resolution, as to whether each pupil in each school in programs operated by Western Placer Unified School District will have sufficient textbooks or instructional materials, or both, in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education (SBE):

1. Mathematics
2. Science
3. History-Social Science
4. Reading/Language Arts, including the English language development component of the adopted program.

**Email** – Submit a comment via email to the Deputy Superintendent of Educational Service’s Administrative Assistant, Christiane Gillespie, at [cgillespie@wpusd.org](mailto:cgillespie@wpusd.org) at least two hours before the start of the meeting.

**Virtual by Phone** – Number: 1 (646) 749-3122  
Access Code: 143-940-837

The public hearing is in accordance with Education Code 60119.  
Posted at Western Placer Unified School District Office: September 1, 2020  
Posted at all District School Sites: September 1, 2020  
Posted on Western Placer Unified School District, District website: September 1, 2020

**INFORMATION**

**DISCUSSION**

**ACTION**

**ITEMS**

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Superintendent Retirement Letter

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

Paul Long, President

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Board

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

After 28 years in the District, Scott Leaman is asking the Board to accept his letter of retirement effective June 30, 2021. Through acceptance of the letter, the Board acknowledges to defend him to the extent required by existing law, (currently Government Code sections 825 and 995) and provide indemnification after he retires for any claims or actions against him arising out of acts occurring within the scope of his employment with the District. The superintendent is also requesting the retirement benefits outlined in Article XIV of the WPUSD/WPTA Agreement and in his current contract.

**RECOMMENDATION:**

The President recommends acceptance of the letter.

September 8, 2020,

Dear Western Placer Unified School Board of Trustees,

It is with great sadness I announce my retirement at the end of this school year on June 30, 2021. I have had the pleasure of serving the District since 1993. Our time together has seen some of the largest challenges in education, our community, and our State. Against the backdrop of inheriting a terrible financial situation, the Great Recession and the current COVID situation, we achieved great things. Our district reputation has increased exponentially to one that parents are proud to support and individuals want to work in based on the amount of applications we receive for our open positions.

I am proud of our many accomplishments including:

- Continuing our district culture of caring, approachability and innovation
- Passing the first two school bonds in over 20 years to build a high school, an elementary school, modernize Glen Edwards Middle School and modernize Lincoln High School
- Building and modernizing schools that are economical, under budget, and on time
- Seeing the growth of the district from 5,000 students to the 7,200 we serve today
- Technology innovations such as fully wireless campuses and the infusion of Chromebooks
- Ensuring financial stability exhibited by year after year of clean audits and positive budgets
- Negotiating funding for future schools to enable the district to serve new students
- Expansion of the school farm by over 500 acres through the acquisition of Mariner Ranch at no cost to the district
- \$18 million dollars of funding negotiated with the State which lessened the impact of the Great Recession on the District
- Hiring of our first marketing position and establishing the #wpusdcares program
- Receipt of the first Distinguished School Award, and the many that followed
- Adoption of the first Facility Master Plan directly linked to the City of Lincoln's General Plan which will guide us for years to come
- Streamlining the Joint Use agreement with the City of Lincoln to support recreation with a new master Joint Use Agreement approved by the City Council and the WPUSD Board
- Establishing strong relationships with the City of Lincoln which are probably the best we have had in many years

- Supporting the \$4 million grant written by Barret Hess to modernize the school farm
- Establishing close relationships with our associations with a clean negotiating record and no impasse declarations during our tenure
- Signing a contract for an ongoing School Resource Officer with the City of Lincoln
- Greatly expanding Career Technical Education offerings and Advanced Placement opportunities
- Receiving the State Career Technical Education Award
- The opening of the first new high school in 114 years
- AND receiving the **State Exemplary District Award in 2018** – only one of 18 in a State of 1,000 school districts

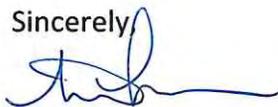
I have been honored to work alongside Board, classified, certificated, and administrative individuals that are beyond stellar. The WPUSD crew is one that cares about making a difference in student lives. I want to thank them for their effort and dedication to our families. I am humbled by the school that bears my name as I see it as a tribute to all of us that worked so hard to make the district what it is today.

My family has experienced heartache during my time as superintendent. There is a spot right outside the gym door at Twelve Bridges Middle School where I heard difficult news that would change my family's life forever. I found out what it means to have the WPUSD arms of support around you. I will never forget the sign on the Lincoln High School Refrigerator that had a picture of the staff with the words, "thinking of the Leaman family." The many times people would ask how my kids were doing meant so much. My kids hung out at our schools, worked as substitute instructional aids when needed, observed teachers, and were shaped by some very special people.

I am honored to support the appointment of Kerry Callahan as our next superintendent. She represents the best in education. She will continue to improve our district and steward the next round of innovations that will launch our district further ahead.

In closing, I want to thank everyone for these 28 years together - they have flown by. I promise to continue to work hard and finish our year strong. My desire from the beginning was to effectively lead, manage and care for our district students, families and staff. In the end, I hope I have lived up to my mom's guiding statement to be nice to people, care for others, and do what is right.

Sincerely,



Scott Leaman

**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:**

Superintendent Contract

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

Paul Long, President

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Board

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

Based on the current superintendent's retirement on June 30, 2021, an employment contract is being offered to Kerry Callahan. Ms. Callahan's service will begin on July 1, 2021. Kerry has served valiantly as Deputy Superintendent and will build on the district's foundation while bringing innovative and new initiatives to our students and staff.

**RECOMMENDATION:**

The Board President recommends approval of the contract.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT AGREEMENT FOR  
EMPLOYMENT OF DISTRICT SUPERINTENDENT**

This Employment Contract (“Contract”) is by and between the Governing Board of the Western Placer Unified School District, hereafter referred to as “Board” or “District,” and Kerry Callahan, hereafter referred to as “Superintendent.” This Contract supersedes any and all other agreements, oral or written, between the parties as of the date of the commencement of the term of this Contract.

NOW THEREFORE, District and Superintendent, for the consideration herein specified, agree as follows:

**I. TERM.**

District, in consideration of the promises by Superintendent herein contained, agrees to employ Superintendent, and Superintendent hereby accepts employment, as District Superintendent of the Western Placer Unified District for a term commencing July 1, 2021, and ending June 30, 2024.

**II. COMPENSATION.**

A. The Superintendent shall be placed on the first step of the District Superintendent Salary Schedule. Each year thereafter, the Superintendent will progress one step on the Board adopted Superintendent Salary Schedule for each year of service to the District. The Superintendent’s base salary will be no less than the third (3<sup>rd</sup>) highest district superintendent salary in Placer County the year after the Superintendent is placed on the fifth (5<sup>th</sup>) step of the District superintendent salary schedule. The difference between the salary on the fifth (5<sup>th</sup>) step and the salary of the third (3<sup>rd</sup>) highest district may be attained in a two (2) year period at Board discretion. Board will increase the salary schedule each year in an amount equal to such increases provided to other certificated employees.

B. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate for services rendered during the preceding month.

C. It is the Board’s goal to provide stability and continuity in the operational and instructional programs of the District, and consistent with such goal, the Board agrees that the Superintendent shall be compensated for her longevity with the District. Longevity increases shall be in addition to the Superintendent’s annual salary. Superintendent shall receive a longevity increase as follows:

2.5% at year five (5) of district service

1% for every five (5) years thereafter

### **III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT.**

- A. Superintendent shall be the Chief Executive Officer of the Board as permitted by Education Code section 35035. As Chief Executive Officer, Superintendent shall have primary responsibility for the execution of District/Board Policy. Primary responsibility for the formulation of District/Board Policy is retained by the Board.
- B. The Superintendent shall serve as the executive officer of the Board and shall serve as Secretary to the Board. The Superintendent shall perform the duties of this office as prescribed by the law. All powers and duties which may be lawfully delegated to the Superintendent are to be executed in accordance with Board policies. Such acts which may require ratification by the Board, shall be referred to the Board the earliest possible opportunity of the Superintendent.
- C. In addition to the powers and duties set forth in Education Code section 35035, the Superintendent shall have such other powers and duties which have been delegated to the Superintendent in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings, subject to state and federal laws.
- D. The Superintendent shall make timely and appropriate recommendations to the Board regarding the employment of personnel. If the Board rejects a person recommended for employment, the Superintendent shall nominate a replacement. All candidates for employment shall be recommended by the Superintendent.
- E. When appropriate, the Superintendent shall recommend the termination of employees.
- F. Superintendent shall oversee and provide technical assistance to District sponsored charter schools.
- G. Superintendent shall perform all the duties set forth above and shall carry out all lawful directions of the Board.

### **IV. DUTY - NON DUTY DAYS AND LEAVE BENEFITS.**

#### **A. Work Days**

Superintendent shall serve as a fulltime employee of the District and Superintendent's annual work year shall be (two hundred twenty five) 225 days of service each year of this Contract. The work year is composed of two hundred twenty five (225) work days, eleven (11) holidays, and twenty four (24) vacation days. Superintendent duty days shall generally correspond to the days school is in

session. In a year in which the annual work days exceed two hundred and sixty (260), the additional days will be deemed non-work days.

**B. Vacation**

The Superintendent shall render twelve (12) months of full and regular services to the District during each annual period covered by this agreement, except that she shall be entitled to twenty-four (24) working days annual vacation with pay, and in addition, will receive defined in Education Code 37220. In the event of termination of this Agreement, the Superintendent shall be entitled to full compensation for unused vacation at the highest daily rate (annual compensation/225) during her tenure in the District. In no case will more than thirty-five (35) days of unused vacation be paid at the expiration or termination of the contract.

**C. Illness Leave**

Superintendent shall accrue illness leave at the rate of one (1) day per month per Contract year. This leave may accumulate without limit.

**D. Other Leaves**

District shall provide Superintendent with such other leaves as are provided to other certificated management employees of the District, except that no vacation shall accrue.

**V. GOALS AND OBJECTIVES.**

- A. Not later than September 1 of each school year of this Contract, the Superintendent and the Board shall establish written District goals and objectives for the coming school year.
- B. The above goals and objectives shall be among the criteria by which Superintendent is evaluated as hereafter provided.

**VI. EVALUATION.**

- A. The Board shall evaluate, in writing, the performance of Superintendent.
- B. The evaluation shall be related to the duties and responsibilities of Superintendent as set forth in Article III, the goals and objectives established by the Board and Superintendent as set forth in Article V, and applicable law and Board Policy.
- C. The final format, procedures, and goals of Superintendent's evaluation shall be established by the Board and may include Superintendent's self-evaluation. The

Board may, in its discretion, revise the format and procedure of Superintendent's evaluation, but such revision shall first be preceded by reasonable notice to Superintendent.

D. The evaluation format shall be reasonably objective and shall contain at least the following evaluation areas:

- Educational Leadership
- Administration of the District
- Relationships with the Board
- Business and Finance
- Community Relationships
- Personal Qualities

The evaluation format shall provide for a rating system such that the Board, individually and collectively, may indicate whether the performance of Superintendent is:

- Outstanding;
- Skilled;
- Satisfactory but could improve;
- Weak and should improve;
- Ineffective.

E. The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format.

1. The Board shall meet with the Superintendent to provide oral feedback regarding her performance not less than once every six (6) months. The Board shall evaluate Superintendent in writing not later than May 15 of the affected school year. Superintendent, in conjunction with the Board President, shall schedule closed session meetings for these purposes.
2. A meeting shall be held between Superintendent and the Board to discuss Superintendent's written annual evaluation on or before June 30 of each school year of this Contract.
3. A copy of the written evaluation shall be delivered to Superintendent no later than June 30 of the school year in which the evaluation takes place. Superintendent shall have the right to prepare a written response to the evaluation. Such response shall become a permanent attachment to the evaluation.

- F. If a majority of the Board determines that the Superintendent's performance is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail and include recommendations for improvement. The Board may make other recommendations regarding Superintendent's performance at its discretion.

**VII. PROFESSIONAL GROWTH OF SUPERINTENDENT.**

District encourages the continuing professional growth of Superintendent through her participation in:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school board associations;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for District.

In its encouragement, the District shall permit a reasonable amount of release time for Superintendent to attend such matters and shall pay, in accordance with Board policy, necessary travel and subsistence expenses.

**VIII. EXPENSES AND OTHER BENEFITS.**

A. General Expenses

- 1. Except as otherwise provided in this Contract, the District shall reimburse Superintendent for all actual and necessary expenses, incurred within the scope of her employment. In accordance with prudent business practices, payment shall require counter-signature by the Chief Financial Officer.
- 2. District shall provide Superintendent with a credit card to facilitate the payment of actual and necessary expenses.
- 3. Reimbursement of all expenses shall be made in accordance with Board policy.

B. Transportation

Superintendent shall receive five hundred \$500.00 per month to compensate for the operation of her personal vehicle in furtherance of District related activities within the greater Placer County area. All travel beyond one hundred (100) miles will be reimbursed at the then IRS rate in accordance with District policy.

C. Professional Organizations and Committees

1. District shall pay Superintendent's annual membership charges to the Association of California School Administrators and to the Association of American School Administrators.
2. District shall pay membership fees for Superintendent in various other professional organizations and committees, subject to prior approval by the Board. Superintendent shall be encouraged to participate in such activities.

D. Life Insurance

Superintendent's medical condition permitting, the District agrees to pay, on behalf of Superintendent, necessary premiums for term-life insurance in the amount of one hundred thousand dollars (\$100,000.00) with the carrier selected by the District.

E. Health and Welfare Benefits

1. District shall provide Superintendent with such other health and welfare benefits (medical, dental and vision insurance) as are provided to other certificated management employees of the District.
2. District shall provide a long-term disability income protection plan by a carrier selected by the District with coverage of \$5,000.00 per month for five (5) years with a sixty (60) day waiting period or as otherwise required by the plan terms.

F. Retirement

Superintendent shall be entitled to retire from service with the District with the same retiree benefits and incentives offered to certificated employees pursuant to the agreement between the District and Western Placer Teachers Association in effect at the time of her retirement. The timelines required in the agreement with Western Placer Teachers Association may be waived by the Board.

**IX. MEDICAL EXAMINATION.**

Superintendent may be required to complete a medical examination to assess her physical fitness to perform the duties contemplated by this Contract. Such examination shall be held as soon as possible within the first year of Superintendent's employment. The results of the physical examination shall certify that Superintendent is fit for duty as a condition of employment. The medical report shall be confidential. If not covered by Superintendent's medical insurance, the District shall pay the cost of this medical

examination. In lieu of such examination, Superintendent may furnish any comprehensive, satisfactory medical examination conducted during the calendar year prior to her initial employment.

## **X. TERMINATION OF CONTRACT**

This Contract may be terminated prior to its normal expiration by:

- A. Mutual agreement of the parties.
- B. Retirement of the Superintendent.
- C. Death of the Superintendent.
- D. Termination for Cause.
  - 1. The Board may terminate the Contract for cause, which shall be defined as conduct which is seriously prejudicial to the District. "Cause" shall include, by way of illustration and not limitation:
    - i. Failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the District;
    - ii. Failure by Superintendent to possess or maintain any credential required by the California Commission on Teacher Credentialing to legally perform her duties;
    - v. Neglect of duty;
    - vi. Physical and/or mental inability to perform her duties;
    - vii. Material breach of this Contract; and/or
    - viii. Superintendent fails to notify the Board President within three days of a final interview for another position.
  - 2. Determination of whether cause exists shall be in the sole discretion of the Board and shall require a majority vote.
  - 3. Should the Board elect to terminate this Contract for cause, the Board shall notify Superintendent in writing, after which the following procedures shall apply:
    - i. Within five (5) days of Superintendent's receipt of the Board's written notice of dismissal for cause, Superintendent may request a Statement of Charges. If Superintendent does not timely request a

Statement of Charges, the Board may terminate the Contract as noticed.

- ii. If timely requested, the Board shall issue a Statement of Charges within fifteen (15) days of the Superintendent's request. The Statement of Charges shall contain a reasonably detailed statement of the facts upon which the Board has determined cause exists. Superintendent may request a meeting with the Board to contest the Charges within five (5) days of receipt. If Superintendent does not timely request a meeting, the Board may terminate the Contract as noticed.
- iii. If timely requested, the meeting shall be held within fifteen (15) days of Superintendent's request for a meeting. At the meeting, Superintendent will be afforded an opportunity to present evidence on her behalf, to call witnesses, and to be represented by counsel. If Superintendent chooses to be accompanied by counsel at such meeting, Superintendent shall bear any associated costs and/or fees. Such meeting shall be conducted in closed session. Within five (5) days of the meeting's conclusion, Superintendent shall be provided a written decision describing the results of the meeting. The Board's decision, as set forth in its written decision, shall be final.

E. Governing Board Option.

1. Notwithstanding any other provision of this Contract, the Board shall have the sole right to terminate this Contract upon written notice to Superintendent.
  - i. If the Board terminates this Contract pursuant to this Article X.E, it shall pay to Superintendent an amount equal to her base monthly salary for the lesser of twelve (12) months, or for that number of months remaining on this Contract. Superintendent acknowledges and agrees that the District has made no representation to her regarding the tax consequences of such lump sum, and Superintendent agrees to pay all applicable federal and state taxes. This payment shall be reflected on a Form 1099, to be issued by the District. Such payments shall commence upon notice of the Contract's termination pursuant to Article X.E.1.
3. The compensation set forth in Article X.E shall be the only compensation of any kind which shall be due Superintendent if this Contract is terminated by the Board pursuant to Article X.E. except for the District's responsibility to compensate for unused vacation.

If this Contract is terminated, the maximum cash settlement that Superintendent may receive shall be an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Contract. However, if the unexpired term of the Contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of Superintendent multiplied by twelve (12). (California Government Code Section 53260(a)(2).)

**XI. EXTENSION OF EMPLOYMENT CONTRACT.**

- A. If Superintendent's evaluation in the school year immediately preceding the last school year of this Contract is deemed as "Satisfactory" or better in all areas by a majority of the Board as set forth in Article VI.D., this Contract will be extended by the Board for whatever legal time is deemed appropriate by the Board.
- B. If the Contract is extended, this extension shall be confirmed publicly by the Board at the next regular Board meeting subsequent to this extension.
- C. If this Contract is extended by operation of this provision (Article XI.), this provision continues to apply to the Contract as extended.

**XII. GENERAL PROVISIONS.**

- A. This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors-in-interest to this Contract.
- B. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the Western Placer Unified School District. Said laws, rules, regulations, and policies, as modified herein, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.
- C. Defense and Indemnification

To the extent required by existing law, (currently Government Code sections 825 and 995) the District shall:

- 1. Defend Superintendent against any civil action or proceeding brought against her in her official or individual capacity, or both, on account of an act or omission occurring the scope of her employment as an employee of the District.

2. Indemnify Superintendent against any and all claims or actions against her arising out of any or omission occurring within the scope of her employment with the District. Such indemnification shall only be provided if:
  - i. A request for defense is made not less than ten (10) days prior to the first day of trial; and
  - ii. Superintendent reasonably cooperates in good faith in the defense of the claim.
3. Provide indemnification as described in Article XII.C.2 above, after Superintendent retires, for any and all claims or actions against her arising out of an act or omission occurring within the scope of her employment with the District.

D. AB 1344 Requirements

1. If this Contract is terminated, any such cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of her office or position.
2. If Superintendent is convicted of a crime involving abuse of her office, the following sums paid by the District on behalf of the Superintendent shall be fully reimbursed to the District by the Superintendent:
  - i. Paid leave for the Superintendent pending an investigation (Government Code section 53243);
  - ii. Funds for legal criminal defense of the Superintendent (Government Code section 53243.1); or
  - iii. Any cash settlement related to the Superintendent's termination (Government Code section 53243.2).

**SIGNATURE PAGE**

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Paul Long

\_\_\_\_\_  
DATE

President of the Board of Trustees

By: \_\_\_\_\_  
Paul Carras  
Clerk of the Board of Trustees

\_\_\_\_\_  
DATE

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Superintendent of the Western Placer Unified School District.

\_\_\_\_\_  
Kerry Callahan

\_\_\_\_\_  
DATE

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Superintendent Salary Schedule

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

Paul Long, President

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Board

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The superintendent is currently the only certificated position that does not have a salary schedule. The Board compared superintendent salaries from the same comparison group used for all other staff in establishing the attached schedule. The starting salary step still places the superintendent below the comparison group average. It should be noted Western Placer is a unified district serving K-12 students and is now the fourth largest district in the county. The current superintendent salary was ranked almost last in the comparison group, slightly ahead of a K-8 district with 3,422 students. The current superintendent will be placed on the first step of the salary schedule on the date of this Board action and the future superintendent will be placed on the first step of the salary schedule on July 1, 2020.

**RECOMMENDATION:**

The Board President recommends approval of the salary schedule.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
Full Time Superintendent Position  
2020-2021 Salary Schedule**

<b>Position Classification</b>	<b>Duty Days</b>	<b>Car Allowance</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
District Superintendent	225	500	\$229,000	\$234,153	\$239,421	\$244,808	\$250,316

Longevity - Based on administrative years of service in the WPUSD  
2% at year five and 1% for every five years thereafter ongoing

Notation: Salary advancement is with the recommendation of the Superintendent and with the approval of the Board of Trustees.

- Revised 7/1/11 - Salary Schedule reflects 4 furlough days
- Revised 7/1/12 - Salary Schedule reflects 8 furlough days
- Revised 7/1/13 - Salary Schedule reflects 4 furlough days
- Revised 7/1/14 - Salary Increased & Longevity added
- Revised 7/1/15 - Salary Schedule reflects 3.75% increase w/retro back to March 1, 2015
- Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016
- \*2016-17 Off Salary Schedule Payment of 1.5% w/retro back to July 1, 2016
- Revised 7/1/17 - Salary Schedule reflects 1.53% increase
- Revised 7/1/18 - Salary Schedule reflects 0.5% increase w/retro back to January 1, 2019
- Revised 7/1/19 - Salary Schedule reflects 1.30% increase
- Effective 7/1/19 - Charter Technical Assistance added as regular duties
- Effective 7/1/19 - Adjusted based on Placer County compaision

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

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

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

## DISTRICT GLOBAL GOALS

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

### SUBJECT:

Approve Resolution #20/21.10 to Adopt the 2019/20 and 2020/21 Gann Limits for Western Placer Unified School District

### AGENDA ITEM AREA:

Discussion/Action

### REQUESTED BY:

Audrey Kilpatrick  
Assistant Superintendent, Business & Operations

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

2019-20 Unaudited Actuals

### MEETING DATE:

September 15, 2020

### ROLL CALL REQUIRED:

Yes

---

### BACKGROUND:

Shortly after Proposition 13, the 1978 Jarvis-Gann amendment was enacted. Proposition 4, adopted in November 1979, established a constitutional limit on the allowable growth in state and local government spending. These appropriation limits, commonly called Gann Limits, allow government spending to grow at a rate no faster than inflation and change in population.

Education Code Sections 1629 and 42132 specify that by September 30 of each year, county office and district governing boards shall adopt a resolution identifying their estimated appropriation limit for the current year and their annual appropriation limit for the preceding year.

### RECOMMENDATION:

Administration recommends the Board of Trustees approve Resolution 20/21.10 to adopt the 2019/20 and 2020/21 Gann Limits for Western Placer Unified School District.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
2019-20 and 2020-21 Gann Limits  
Resolution No. 20/21.10**

A RESOLUTION BEFORE THE GOVERNING )  
BOARD OF THE WESTERN PLACER UNIFIED )  
SCHOOL DISTRICT ADOPTING THE 2019/20 )  
AND 2020/21 GANN LIMITS )

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above-entitled district at a regular meeting held on the 15<sup>th</sup> day of September, 2020, by roll call vote.

AYES:  
NOES:  
ABSENT:

---

**WHEREAS**, in November 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and

**WHEREAS**, the provisions of that Article establish maximum appropriation limits, commonly called "Gann Limits," for public agencies including school districts; and

**WHEREAS**, the District must establish a Gann Limit for the 2019-20 fiscal year and a projected Gann Limit for the 2020-21 fiscal year in accordance with the provisions of Article XIII B and applicable statutory law; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees does provide public notice that the attached calculations and documentation of the Gann Limits for the 2019/20 and 2020/21 fiscal years are made in accord with applicable constitutional and statutory law; and

**AND BE IT FURTHER RESOLVED**, that this Board does hereby declare that the appropriations in the Budget for the 2019/20 and 2020/21 fiscal years do not exceed the limitations imposed by Proposition 4; and

**AND BE IT FURTHER RESOLVED**, that the Superintendent provide copies of this resolution along with the appropriate attachments to interested citizens of this District.

**THE FOREGOING RESOLUTION** was duly passed and adopted by the Governing Board of the Western Placer Unified School District on the 15<sup>th</sup> day of September, 2020.

---

President of the Board, Governing Board  
Western Placer Unified School District

ATTEST:

---

Clerk, Governing Board  
Western Placer Unified School District

	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b> (2018-19 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2018-19 Actual</b>			<b>2019-20 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	52,248,237.93		52,248,237.93			55,589,160.07
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	6,798.84		6,798.84			6,965.68
<b>ADJUSTMENTS TO PRIOR YEAR LIMIT</b>	<b>Adjustments to 2018-19</b>			<b>Adjustments to 2019-20</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2019-20 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	<b>2019-20 P2 Report</b>			<b>2020-21 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line A6)	6,965.68		6,965.68	6,965.68		6,965.68
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			6,965.68			6,965.68
<b>C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b>	<b>2019-20 Actual</b>			<b>2020-21 Budget</b>		
<b>TAXES AND SUBVENTIONS (Funds 01, 09, and 62)</b>						
1. Homeowners' Exemption (Object 8021)	340,687.14		340,687.14	331,566.00		331,566.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	33.34		33.34	33.00		33.00
4. Secured Roll Taxes (Object 8041)	47,954,053.79		47,954,053.79	48,047,247.00		48,047,247.00
5. Unsecured Roll Taxes (Object 8042)	1,045,696.56		1,045,696.56	1,085,803.00		1,085,803.00
6. Prior Years' Taxes (Object 8043)	8,004.30		8,004.30	8,548.00		8,548.00
7. Supplemental Taxes (Object 8044)	1,051,685.77		1,051,685.77	660,827.00		660,827.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,087,660.15		2,087,660.15	1,944,243.00		1,944,243.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	1,416,505.64		1,416,505.64	1,200,644.00		1,200,644.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	53,904,326.69	0.00	53,904,326.69	53,278,911.00	0.00	53,278,911.00
<b>OTHER LOCAL REVENUES (Funds 01, 09, and 62)</b>						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	53,904,326.69	0.00	53,904,326.69	53,278,911.00	0.00	53,278,911.00

	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			670,089.48			705,706.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			670,089.48			705,706.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	24,507,848.00		24,507,848.00	20,042,542.00		20,042,542.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	31,154.48		31,154.48	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	24,539,002.48	0.00	24,539,002.48	20,042,542.00	0.00	20,042,542.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	80,670,519.88		80,670,519.88	74,973,268.00		74,973,268.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	430,794.40		430,794.40	970,912.00		970,912.00
<b>D. APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			52,248,237.93			55,589,160.07
2. Inflation Adjustment			1.0385			1.0373
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0245			1.0000
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			55,589,160.07			57,662,635.74
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			53,904,326.69			53,278,911.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			835,881.60			835,881.60
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			2,354,922.66			5,089,430.74
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			2,354,922.66			5,089,430.74
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			302,047.02			765,793.50
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			54,206,373.71			54,044,704.50
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			2,052,875.84			4,323,637.24
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			54,206,373.71			
b. State Subventions (Line D8)			2,052,875.84			
c. Less: Excluded Appropriations (Line C23)			670,089.48			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			55,589,160.07			



**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:**

Resolution No. 20/21.11  
re Instructional Materials

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

Kerry Callahan   
Deputy Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

LCFF Base

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

Yes

---

**BACKGROUND:**

EC Section 60119 requires that local governing boards hold an annual public hearing and adopt a resolution stating whether each pupil in the LEA has sufficient textbooks or instructional materials in reading/language arts, mathematics, science, and history-social science aligned to content standards and consistent with the content and cycles of the curriculum framework adopted by the SBE.

Western Placer Unified School District has followed state requirements regarding the adoption of appropriate standards-aligned textbooks for grades K – 12 and provides sufficient textbooks and instructional materials in all core academic areas.

A Public Hearing was held on September 15, 2020 prior to the request for approval of this resolution.

**RECOMMENDATION:**

Approve Resolution 20/21.11 re Sufficient Textbooks and Instructional Materials for the 2020-2021 school year.

**Resolution # 20/21.11**  
**Education Code Section 60119**  
**Resolution on Sufficiency of Instructional Materials**

**RESOLUTION REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS:**

**Whereas**, the governing board of Western Placer Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 15, 2020 at six o'clock, which is on or before the eighth week of school (between the first day that students attend school and the eighth week from that day) and which did not take place during or immediately following school hours, and;

**Whereas**, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

**Whereas**, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**Whereas**, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

**Whereas**, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

**Whereas**, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
  - Gr. TK: McGraw Hill My Math (Adopted 2014)
  - Gr. K – 5: Pearson Envisions (Adopted 2014)
  - Gr. 6 – 8: Pearson Digits (Adopted 2014)
  - Gr. 8 (Honors): Carnegie Learning Integrated I (Adopted 2014)
  - Gr. 9 – 12: Carnegie Learning Integrated I, II, & III (Adopted 2014); Glencoe/McGraw Hill PreCalculus (Adopted 2008)
  
- Science
  - Gr. K – 5: Delta Science/FOSS (Adopted 2007)
  - Gr. 6 – 8: Pearson Prentice Hall – Focus on Science for California (Adopted 2007)
  - Gr. 9 – 12: Pearson Prentice Hall Biology (Adopted 2007); Kendall Hunt Biology – An Ecological Approach; Addison Wesley Chemistry (Adopted 2007); Kendall Hunt Forensic Science (Adopted 2007)

Note: To align with the newly adopted Science Framework (2016), WPUSD will transition from the current science materials to materials better aligned with the new framework. Teachers in grades K-8 were supposed to review and pilot materials during the 2019-2020 school year. Due to COVID-19, this process was delayed. Materials will be piloted during the 2021-2022 school year if we are returned to a normal instructional schedule. (EC Sections 60210, 60040-60045 and 60048)

- History-Social Science
  - Gr. K – 5: Pearson Scott Foresman History/Social Science for California (Adopted 2007)
  - Gr. 6 – 8: TCI History Alive! (Adopted 2019)
  - Gr. 9 – 12: TCI Econ Alive! (Adopted 2020); TCI Government Alive! (Adopted 2020); TCI History Alive! (Adopted 2020); Prentice Hall Comparative Politics (Adopted 2006)

Note: To align with the new History-Social Science Framework (2016), WPUSD continues to transition to materials better aligned with the new framework. Grades 6-12 have adopted new materials and teachers in grades K-5 will pilot during the 2022-2023 school year after the science adoption is completed. (EC Sections 60210, 60040-60045 and 60048)

- English Language Arts, including the English language development component of an adopted program
  - Gr. TK – 3: Benchmark Education Company Benchmark Advance (Adopted 2017)
  - Gr. 4 – 5: WPUSD English Language Arts Curriculum Maps and Anchor Texts; Curriculum Associates Ready Common Core Reading and Writing (Adopted 2017)
  - Gr. 6 – 8: Amplify English Language Arts and English Language Development (Adopted 2018)
  - Gr. 9 – 10: McGraw Hill Study Sync (Adopted 2017)
  - Gr. 11 – 12: McDougall Little The Language of Literature (Adopted 2002); CSUS Expository Reading and Writing

**Whereas**, each pupil enrolled in a foreign (world) language or health course has sufficient textbooks or instructional materials;

**Whereas**, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

**Therefore**, it is resolved that for the 2020-2021 school year, the Western Placer Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

**PASSED AND ADOPTED THIS** September 15, 2020 By the Governing Board of Western Placer Unified School of Placer County, California

I, \_\_\_\_\_, Clerk of the Governing Board of Western Placer Unified School District of Placer county, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a public School Board Meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Date)

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

In Person Instruction Update

**AGENDA ITEM AREA:**

Information/Discussion

**REQUESTED BY:**

Scott Leaman, Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Superintendent

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

September 15, 2020

**ROLL CALL REQUIRED:**

No

---

**BACKGROUND:**

The Board will be provided with an update on the reopening of in person instruction.

**RECOMMENDATION:**

The administration recommends discussion of the information.

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

<b>MISSION STATEMENT:</b> Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
<b>DISTRICT GLOBAL GOALS</b>
<ol style="list-style-type: none"> <li>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</li> <li>2. Foster a safe, caring environment where individual differences are valued and respected.</li> <li>3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.</li> <li>4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.</li> <li>5. Promote student health and nutrition in order to enhance readiness for learning.</li> </ol>

**SUBJECT:**  
2020-2021 Learning Continuity  
and Attendance Plan

**AGENDA ITEM AREA:**  
Action

**REQUESTED BY:**  
Kerry Callahan  
Deputy Superintendent

**ENCLOSURES:**  
Yes

**DEPARTMENT:**  
Educational Services

**FINANCIAL INPUT/SOURCE:**  
LCFF and COVID-19 Relief Funding

**MEETING DATE:**  
September 15, 2020

**ROLL CALL REQUIRED:**  
No

**BACKGROUND:**

Senate Bill (SB) 98 established that the Local Control and Accountability Plan (LCAP) and an annual update to the LCAP are not required for the 2020–2021 school year and that the California Department of Education (CDE) shall not publish the California School Dashboard in December 2020 based on performance data on the state and local indicators. SB 98 supersedes the requirement to develop and adopt an LCAP by December 15, 2020, which was established by Executive Order N-56-20, and published in April 2020.

SB 98 also separates the development and adoption of the Budget Overview for Parents from the development and adoption of the LCAP for the 2020–2021 school year. The legislation also requires that the Budget Overview for Parents be developed and adopted by December 15, 2020. The requirements to hold a separate public hearing and adoption at a public local governing board meeting consistent with California *Education Code (EC)* Section 52064.1 of the Budget Overview for Parents remains.

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

SB 98 establishes California *EC* Section 43509 and the Learning Continuity and Attendance Plan (Learning Continuity Plan) requirements for the 2020–2021 school year.

The Learning Continuity Plan (LCP) is intended to balance the needs of all stakeholders, including educators, parents, students, and community members, while both streamlining engagement and condensing several preexisting plans. In particular, it was important to combine (1) the intent behind Executive Order N-56-20, published in April 2020, which envisioned an off cycle Local Control and Accountability Plan (LCAP) due December 15th, and (2) the ongoing need for LEAs to formally plan to return to school in the midst of the uncertainty and of COVID-19, without requiring two plans. The Learning Continuity Plan replaces the LCAP for the 2020–2021 school year.

The Learning Continuity Plan adoption timeline of September 30, 2020 is intended to ensure the Learning Continuity Plan is completed in the beginning of the 2020–2021 school year. Additionally, the timeline is intended to allow for communication of decisions that will guide how instruction will occur during the 2020–2021 school year. This includes in-person instruction, according to health guidance, and distance learning, while providing critical opportunities for stakeholder engagement.

The Learning Continuity Plan template memorializes the planning process already underway for the 2020–2021 school year and includes descriptions of the following: addressing gaps in learning; conducting meaningful stakeholder engagement; maintaining transparency; addressing the needs of unduplicated pupils, students with unique needs, and students experiencing homelessness; providing access to necessary devices and connectivity for distance learning; providing resources and supports to address student and staff mental health and social emotional well-being; and continuing to provide school meals for students.

The Learning Continuity Plan was developed based on stakeholder input and was reviewed by the District Advisory Committee (DAC) on September 2, 2020 and the District English Learner Advisory Committee (DELAC) on September 8, 2020. Additionally, it has been posted to our District website where stakeholders can review and ask questions/provide input.

The Board held a public hearing regarding the LCP on September 1, 2020 with no comments from the public. Additionally, no other comments from the public have been received during the review process.

### **RECOMMENDATION:**

Administration recommends the Board approve WPUSD's 2020-2021 Learning Continuity Plan.

# Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/ic/documents/lmgcintyattndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Western Placer Unified School District	Scott Leaman Superintendent	sleaman@wpusd.org 916-645-6350

## General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

The Western Placer Unified School District has been impacted by the COVID-19 pandemic in the following ways:

### STAFF IMPACT

When we were first closed due to COVID-19, our staff was ill-equipped (both in skill and resources) to implement effective distance learning to our students. Although many teachers rose to the occasion to provide the best for our students, we lacked overall instructional skills and resources to maintain and/or enhance student learning through a distance model. Beyond teachers, we had to quickly develop plans and secure resources to allow for the most essential business employees (i.e., payroll and accounts payable technicians) to work remotely while we are under the strictest shelter-in-place orders. In addition to professional struggles, many staff also faced personal struggles with finding care for their own children and caring for themselves or loved ones who were of high risk. The mental well-being of staff was tested.

### STUDENT IMPACT

Students also experienced struggles with shifting to virtual learning. Because learning/grading was held harmless from March to June, close to for percent (40%) of students disengaged completely; they never attempted to give virtual learning a go or to pick up packets prepared by their teachers. Learning loss due to lack of engagement will be an issue to address moving forward. Beyond in-person academics being halted, students experienced the loss of the spring season of athletics and other extra- and co-curricular activities. They also missed out on the traditional end-of year activities. The loss of these activities took a toll on students' mental health and increased the need for services throughout our community.

## COMMUNITY IMPACT

Like most communities, ours spent some time trying to process and make-sense of the initial impact COVID-19 was having on our schools, businesses, work and home lives, etc. Like with our own staff, many families struggled with managing distance learning, childcare, and work. It became evident that options for childcare were going to be needed as the situation progressed, especially without in-person learning as a viable, daily option for families to be able to get back to work. Our parent surveys indicated that roughly eight percent (80%) of our families want 5-days of in-person learning for students. In addition to childcare needs, meals for our students also became essential for families. Lastly, through community surveys we were able to assess the technology needs for families to access learning resources for distance learning.

Within and beyond our school community, the supports offered were astonishing. We have not been without volunteers or generous donations to support our students and families!

As a result of the aforementioned impact, our initial response actions (March - June 2020) and our actions/resources outlined in the 2020-2021 Learning Continuity Plan meet the needs of staff, student and our community summarized as follows:

### STAFF - CAPACITY & EFFECTIVENESS

WPUSD worked closely with labor associations to develop working MOUs to address the impact of COVID-19 on working conditions. While serving students through distance learning, many staff have the option to work from home if their job duties allow for them to adequately complete their work remotely. In addition, some staff have been granted permission to bring their child(ren) to work with them. Both of these actions on behalf of the district support teachers with children in securing necessary supervision of their own children so that they can serve the students of WPUSD. In addition, it allows for our at-risk staff to work safely at home, lowering their risk. We continue working collaboratively with our associations on plans for when our students are able to return for in-person learning and are confident that we will establish protocols to support staff while also ensuring the best for our students.

Staff was provided three weeks of targeted professional development to prepare them for distance learning. Additionally, online resources and enhanced technologies were purchased to provide teachers with the tools and resources needed to successfully implement distance learning. Staff will continue to receive training on addressing student needs virtually. In addition to instructional training, staff (if applicable) have been training on appropriate use of PPE and other supplies being used as part of our reopening protocols for ensuring safe and sanitized schools facilities. All staff received basic training on COVID-19 and received our roadmap to reopening outlining the protocols to be followed when we are able to return for in-person learning. Office staff received guidance on office protocols under COVID-19 mitigation. The district has decided not to pursue any reductions in staff. Instead, with the support of our associations, some staff are being repurposed to support the current shift in needs due to COVID-19. Additional staff in technology were added to ensure adequate supports for staff, students and families.

Through our Staff Wellness program run by personnel services, staff have access to our Employee Assistance Program (EAP), which provides support in a variety of areas, including mental health.

## STUDENTS - ACCESS & ACHIEVEMENT

Beyond investing in our teachers and instructional support staff to ensure they are well prepared to provide instruction and supports virtually to students, we have also invested monies into purchasing Chromebooks and other take home materials so that students can access their learning resources and engage fully remotely. We conducted a survey of households to determine technology needs and have provided Chromebooks, hot spots, data cards, etc. to those in need. To support students learning, and to mitigate learning loss, we are investing resources into enhanced supports for struggling students. Virtual tutors (for now), both paid and volunteers, will be assigned to provide opportunities for students to access supports beyond their classroom teachers. When we are able to return for in-person learning, at-risk students will have the opportunity for extended learning in the afternoons. Beyond academic supports, mental health services will be provided virtually (and in-person eventually) to students in need. Frequent student wellness checks will be conducted to assess need and disperse supports. The schedules for virtual and in-person learning were designed to ensure that students will have the opportunity to be with the same teacher(s) and peers regardless of which learning situation we are in. We wanted to ensure learning was seamless for students and major changes did not have to occur whether we were virtual or in-person.

## COMMUNITY - COMMUNICATION & SUPPORT

WPUSD will open for in-person learning as soon as we can safely do so for students and staff. The District appreciates the communities desire for 5-days of in-person instruction and has developed a modified schedule to allow for this to occur when we can be in-person. In the meantime, during distance learning, we are providing technology resources to families that need them for distance learning. Our food services department is preparing and providing daily meals for students on a weekly basis. The District partnered with STAR to provide all day daycare for families at a reduced cost. Our ASES after school program is also operating at select school sites to support with distance learning. We continue to provide bi-weekly updates to our community and respond to all questions/concerns in a timely manner. When in-person instruction begins, we will continue to provide meals, childcare, and technology resources to support our community.

Our greater community continues to be generous and is volunteering to support students/families in various ways.

## Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

Western Placer Unified made regular and timely efforts to solicit stakeholder feedback. Beginning in March 2020, the superintendent sent family and staff updates twice a week via email and phone. He regularly embedded brief surveys in his family updates to gather input on a

variety of topics (i.e. - learning program options, internet connectivity challenges). Additionally, families who emailed questions/input directly to the superintendent received timely written responses. All family updates and surveys were sent in both English and Spanish, and bilingual parent liaisons were available to assist Spanish-speaking families in providing feedback.

Over time, as patterns emerged from families' feedback, WPUUSD developed plans for the reopening of schools and corresponding FAQs that were posted to the district website. The plans and FAQs continue to be adjusted as the status of COVID changes and as more stakeholder feedback is received. WPUUSD also sought broader stakeholder feedback at public board meetings in May, June, and August.

In addition to engaging with families and the community, WPUUSD actively sought the input of staff. We hosted weekly principal meetings. We formed a COVID Committee (made up of teachers, classified staff, site administrators, and district office staff) to cooperatively develop the district's COVID-related safety protocols and procedures. Groups of teachers formed elementary, secondary, and Special Education Distance Learning Planning Teams; those teams collaboratively developed teacher expectations for distance learning and began the important work of adapting curriculum and instruction for a distance learning and/or hybrid in-person learning model. Representatives of both labor associations met regularly to brainstorm and problem-solve. Furthermore, the superintendent hosted a staff town hall meeting with all staff to answer questions and gather additional feedback.

[A description of the options provided for remote participation in public meetings and public hearings.]

The school board discussed agenda items related to learning plans, etc. during COVID at three of their regularly scheduled board meetings in May, June and August. These meetings were held remotely via Go To Meeting and all stakeholders had access to the necessary information needed to participate in said meetings. At one meeting, alone, there were well over 100 attendees. The school board also held a public hearing during their board meeting on September 1, 2020 regarding the Learning Continuity and Attendance Plan and approved the plan at the subsequent board meeting on September 15, 2020.

In addition to the aforementioned school board meetings, a DAC/DELAC meeting was held to allow for members of these committees to hear about and provide input on our Learning Continuity and Attendance Plan prior to its board approval on September 15, 2020.

[A summary of the feedback provided by specific stakeholder groups.]

A summary of the feedback provided by specific stakeholder groups is as follows:

#### PARENTS

- 77% of our parents (2,825 out of 3,661) indicated they would prefer to return in-person. Of those parents, a majority preferred a 5-day-a-week option (even if shortened) versus an every-other-day option.
- Parents requested that we have distance learning expectations for teachers to ensure consistency in daily/weekly routines. They also requested that we use common online platforms and common teaching/learning tools.
- Parents wished their children had more virtual live interactions with their children's teachers from March to June.

- Anticipating a school year that might pivot regularly between in-person and distance learning due to school/district closures, parents also emphasized the importance of providing seamless transitions from distance learning to in-person.
- Parents had questions/concerns regarding the health and safety protocols that would be followed upon a physical return to school.
- Parents strongly emphasized the importance of reinstating student activities (i.e. - sports, clubs) to help improve the mental health of their children.
- Parents wanted us to have more up-to-date technology, and to be able to provide Chromebooks and internet connectivity to families in need.

#### STAFF

- Teachers requested that we have distance learning expectations to ensure consistency in daily/weekly routines. Generally, they also preferred that we use common online platforms and common teaching/learning tools.
- Admin and teachers wanted to establish district-wide norms of behavior for online conferencing (Google Meet).
- Teachers and instructional support staff requested multiple opportunities for professional development related to distance learning.
- Admin and staff felt strongly that all students needed to have access to a Chromebook for use at home, 1:1.
- Teachers indicated a need for enhanced technologies for effective instructional delivery in a distance learning model.
- All staff had a lot of questions/concerns regarding the health and safety protocols that would be followed upon a physical return to school.

The superintendent's written responses to feedback were sorted and consolidated into a FAQ document posted on the WPUUSD website.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

Based on stakeholder input, WPUUSD implemented the following aspects of the Learning Continuity and Attendance Plan:

- Developing a modified 5-day in-person instructional model
- Allowing students to keep the same teacher(s) for the entire school year, regardless of instructional model
- Establishing distance learning expectations for teachers
- Establishing distance learning norms of behavior for online conferencing
- Developing WPUUSD's "Roadmap To Reopening" document that outlines healthy and safety protocols for in-person learning
- Increasing our 0.50 FTE Ed Tech Coordinator to a 1.0 FTE
- Offering a vast array of professional development sessions for teachers from July 27th through August 14th
- Purchasing 3,000 additional Chromebooks, making the district fully 1:1
- Purchasing new Chromebooks, web and document cameras, and additional online learning platforms/resources for teachers
- Purchasing 300 additional hotspots, increasing internet connectivity for families

# Continuity of Learning

## In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

Western Placer Unified continues to monitor the state watch list closely. As soon as our county meets the requirements that allow schools to re-open, we will begin working toward a transition to our modified, 5-day in-person model. WPUUSD has developed an extensive "Roadmap to Reopening" document that outlines the safety protocols that will be followed upon a return to in-person instruction. We recognize that relationships and in-person connections are a critical component of social development for students, and we will work within health and safety guidelines to provide meaningful connections and social opportunities for students. Many of our staff are extensively trained in youth development and will employ strategies to support student connectedness and well being. In addition, we continue to contract with Wellness together to support students as needed.

As soon as we have permission to re-open, we will begin transitioning those students who choose to learn in-person. Daily instruction will be provided for in-person students from 8:00 am - 12:30 pm daily; in the afternoon, in-person students will complete asynchronous learning activities and/or receive enhanced supports from their teacher(s). Conversely, distance learning students will participate in their live interaction with teachers and peers in the afternoon. Teachers will prioritize English Learners, students with disabilities, students who have experienced learning loss, and students who are struggling to grasp grade-level content when scheduling in-person, enhanced supports for students in the afternoon. Instructional support staff and/or tutors will be deployed to support students receiving enhanced supports in the afternoon.

Fortunately, our instructional model was designed to seamlessly transition between in-person and virtual learning. Students, whether virtual or in-person, keep the same teacher(s) for the entire year. This, in and of itself, ensures equitable access to a curriculum of "substantially similar quality".

WPUUSD continues to utilize i-Ready diagnostic assessments in both ELA and Math (grades K-8) to discover learning gaps that need to be addressed. The diagnostics are administered three times a year. In addition, teachers (K-12) utilize Illuminate and other curriculum-embedded assessments to frequently evaluate and monitor student progress.

All students will have access to school counselors, Wellness Together, and other mental health services.

Our only additional expenses in this area revolve around procuring the materials/supplies needed to meet health and safety guidelines. More expenses may be incurred once we actually transition to an in-person model. To date, a majority of our resources are being allocated to distance learning.

**Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]**

Description	Total Funds	Contributing
Furniture to accommodate social distancing	36,607.46	No
Social Distancing Signage	884.02	No
Personal Protective Equipment (PPE)	46,971.64	No
Plexiglass dividers	15,603.82	No
Sanitizing stations (and accompanying supplies)	97,970.40	No
Employee thermometers	1,690.26	No
Development of "Roadmap to Reopening" health and safety protocols/procedures	NA	No
Support staff for enhanced services for at-risk students in the afternoon (salaries & benefits)	1,015,966.00	Yes
Sunday System for student interventions	19,772.00	Yes

## **Distance Learning Program**

### **Continuity of Instruction**

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

Students who opt to participate in distance learning for the entire school year (even when schools are offering an in-person option) are enrolled in a program called InterCONNECT. In the InterCONNECT program, teachers will provide a flexible daily schedule and ample resources for students to engage in grade-level appropriate online learning activities aligned with the rigor of our district-adopted curriculum. Teachers will check-in virtually on a daily basis with students to support learning. Student engagement and live daily participation are required and attendance is verified through the completion of weekly engagement logs.

While Placer county was on the state watch list, the district implemented a 100% distance learning model with students' daily virtual schedules similar to their future in-person schedule. At the elementary level, daily live whole/small group interactions occur for a minimum of three hours daily. Elementary students are expected to login to Google Meet during their assigned times for live interactions. Daily instruction is a mix of synchronous (live with teacher) and asynchronous (independent) learning activities. All K-2 students received a plethora of hands-on manipulatives for home use (i.e. counters, linker cubes, base ten blocks, PlayDoh, etc.), to better recreate the activities they would experience in a typical classroom. At the secondary level, daily live whole/small group interactions follow each school's modified COVID bell schedule. Secondary students are expected to login to Google Meet or Schoology Conference each period. As with elementary, secondary students' daily instruction is a mix of synchronous (live with teacher) and asynchronous (independent) learning activities.

Across all grade levels, afternoons in the 100% distance learning model are set aside for students to receive enhanced supports from their teacher(s). Teachers will prioritize English Learners, students with disabilities, students who have experienced learning loss, and students who are struggling to grasp grade-level content when scheduling afternoon intervention support time.

Students, whether virtual or in-person, keep the same teacher(s) for the entire year. This, in and of itself, ensures equitable access to a curriculum of "substantially similar quality". Full access to specialized programs (i.e. - AP, CTE, GATE) continues regardless of instructional program.

### **Access to Devices and Connectivity**

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

WPUSD has approximately 5,000 Chromebooks to distribute to families. As of the first day of school, WPUSD was able to accommodate 100% of students who requested a device to use at home. As we continue to move to 1:1, an additional order of 3,000 Chromebooks has been placed. This ensures WPUSD will be able to provide each student with a device to use both at home and at school going forward. The 3,000 Chromebooks are scheduled to arrive in early October.

A parent survey was distributed to determine which families need assistance with internet access. Family need was prioritized, using a variety of indicators. The highest priority families received either one of our 150 hotspots or some other type of internet connectivity (i.e. - data cards, cable service) to start the school year. Another 300 hotspots are on order from T-Mobile and Staples and will be distributed to remaining families as soon as they arrive.

Our bilingual parent liaisons helped our Spanish-speaking families, and families who experienced other challenges, complete the survey and to get access to appropriate technologies.

The District is looking into using school buses as internet hotspots in some of our communities and all families, although not ideal, can access the District internet at anytime from our school parking lots.

### **Pupil Participation and Progress**

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

#### **ASSESSING PUPIL PROGRESS**

District-wide, teachers will be held to meeting the district's "Expectations for Distance Learning," which includes providing students with frequent opportunities for self-assessment and reflection, and providing them with regular and timely formative feedback. Teachers will continue to follow the district's regular grading timelines and procedures (i.e. - progress reports, report cards). Our expectation is that all students make at least one year's worth of academic growth over the course of the school year. Any student whose growth falls below that mark will be provided with intervention supports. WPUSD utilizes PowerSchool, Illuminate, and EduClimber to help collect data on student progress.

#### **MEASURING PARTICIPATION AND TIME VALUE**

WPUSD has established a system to accurately track both daily live interaction and student participation via work completion; tracking work completion will include calculating the time value of learning activities to ensure students meet their daily instructional minute requirement. Teachers will mark students as "present" in PowerSchool when they attend their daily live interaction session(s). Work completion will be calculated in a weekly engagement log. The weekly engagement log, created by the teacher, will summarize the learning activities of the week and assign a time value to those assignments. Each student will then indicate on his/her/their individual log which activities were completed. Students' weekly engagement logs will then be certified by their teacher(s).

When students fall below the acceptable thresholds in either category (daily live interaction/student participation), school staff will identify the students, determine the barriers they face with regard to attendance or work completion, and implement tiered reengagement strategies based on each individual situation.

## Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

All teachers have been supplied with the following equipment: desktop computer, document camera, web camera, Chromebook, speaker, and microphone. Additionally, a variety of online distance learning tools were purchased for teachers (i.e. - NearPod, Screencastify, Pebble Go, EdPuzzle, Kami, ParentSquare) to enhance their online instruction and communications with students/parents. Additionally, extensive teacher professional development was provided prior to the start of the school year (July 27- Aug 3) for teachers to gain familiarity with this suite of new tools. The trainings were tailored for a variety of different skill levels, and teachers were able to choose the sessions that would benefit them most. Participation for each session exceeded 100 teachers.

To support teachers as they undertake distance learning, we have increased our Ed Tech Coordinator position from 0.5 FTE to 1.0 FTE. In addition to our Teachers On Special Assignment (TOSA) providing ongoing coaching and support for teachers, we also trained some teachers to serve as "experts" on particular platforms to provide additional assistance with online instruction. Lastly, we have hired an additional Tech 1 and Tech 2 for our Technology Department, which will increase our ability to resolve increased hardware and software issues and to address parent and student technology issues.

WPUSD has also upgraded its bandwidth and firewall to accommodate increased internet traffic.

## Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

Some of the new roles and responsibilities will be assumed by current staff to provide additional support. We have added 50% more time to our Educational Technology Coordinator to make them a 100% employee. She set up a three week training program for teachers at the end of July and early August to prepare them for online instruction. The training included the effective use of Google Classroom, Schoology and other programs that will enhance the experience for our students and help to improve engagement as well. She also has set up trainings and resources for parents to access so that they can support their students throughout the online learning process.

We are also hiring additional staff in our Technology Department. Two additional staff include a Tech 1 and Tech 2 Technology Support Technician to help with the increased need of technology devices for our students and staff during distance learning. They will help with set up and device prep so that students and staff can access their accounts and the district's network from home.

We also have given our District MTSS Coordinator additional duties to oversee student engagement and support schools that have students who are not logging in and participating in live interactions with the teacher. Her new role will include that of Student Engagement Coordinator. She, along with other district staff, has refined a process for what schools should do if students are not engaging and how it will be coordinated with the district office for additional support.

Some of our music and science teachers have been reassigned to cover self-contained K-5 classrooms where there were vacancies. The rest of the Music and Science teachers are pushing out lessons to the elementary schools throughout the district as opposed to previously

serving only 1-2 sites. Additionally, they will be providing substitute relief support for teachers throughout the district who need to take a sick day. Lastly, they will support with process for reengaging disengaged students.

Our TOSAs (Teacher On Special Assignment) have also shifted their roles in supporting classroom teachers by maintaining district wide grade and subject level shared files of distance learning materials so that all teachers have access to usable online resources and materials for their classes. They are also providing additional technology help for teachers who struggle with the use of certain online platforms and programs.

Roles/Responsibilities of our impacted classified employees are still being worked out. However, we have decided not to reduce any positions as we know we need all hands on deck to support students and families throughout the COVID pandemic. It is likely that classified staff may work out of their normal classification to support distance learning as a result of COVID (i.e. - site library techs providing PD/tech support to parents) and CSEA has been very supportive in allowing for such flexibility.

### Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

WPUSD has purchased some additional online platforms to assist students with unique needs. Rosetta Stone is serving as a supplemental resource for Newcomers (ELs) and GATE students, and Sonday is serving as an instructional support for students with disabilities. We already had i-Ready for math and ELA, but will continue to rely on it heavily as a resource for distance learning.

The daily schedule allows for teachers, tutors, instructional aides, and paraprofessionals to facilitate small group interventions and individualized supports every afternoon. The schedule for secondary includes an advisory period as well, which allows each teacher to individually monitor and case manage a small group of students; these consistent interactions in advisory period ensure that struggling students are referred to appropriate services.

### Actions related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Software to support distance learning (i.e. - NearPod, Seesaw, EdPuzzle, Screencastify)	82,281.51.00	Yes
1 Student Chromebooks	980,945.75	Yes

Description	Total Funds	Contributing
Teacher Chromebooks	123,937.13	No
Document Cameras	74,695.25	No
Web cameras	18,643.38	No
Technology Personnel to support distance learning	70,000.00	No
Improved firewall/internet services	38,301.88	No
Elementary manipulatives/disposable supplies for distance learning	9,455.01	Yes
Chromebook storage shelves	1,216.54	No
1.0 FTE Ed Tech Coordinator	139,756.00	No
Teacher professional development to support distance learning	300,000.00	Yes
Hotspots	97,400.00	Yes
Information and facilitation of Distance Learning Task Forces (elem/sec) to develop instructional schedules, review/edit "Teacher Expectations" documents, etc.	15,000.00	Yes

Description	Total Funds	Contributing
formation of Distance Learning Planning Teams (by grade spans/courses) to identify essential standards, modify pacing guides, and develop curriculum, assessment and interventions plans	30,000.00	Yes

### **Pupil Learning Loss**

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019--2020 and 2020--21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

At the K-8 level, WPUSD will administer the iReady diagnostic assessment in ELA and Math three times over the course of the year. iReady's diagnostic assessments identify skill gaps and then customize a series of learning activities to help students gain proficiency in those identified areas of growth. Kindergarten students will also participate in ESGI assessments administered by the teachers to give them clear information on current student knowledge and understanding of kindergarten concepts. High school students will take two or three district-wide ELA and Math formative assessments via Illuminate, in addition to more frequent curriculum-based assessments.

District-wide, teachers will be held to meeting the District's "Expectations for Distance Learning," which include guiding frequent student self-assessment and reflection, and providing regular and timely formative feedback. Teachers will also administer formative and summative assessments to provide ongoing feedback to inform students of their progress and to inform teachers on where students need additional support and what aspects of their learning will require re-teaching and intervention. Students in grades 3-8 and 11 will take the spring SBAC tests in ELA and Math, and English Learners will take the Summative ELPAC. Students marked "TBD" in the fall will also take the Initial ELPAC. Teachers will continue to follow the district's regular grading timelines and procedures (i.e. - progress reports, report cards).

During distance learning, struggling students will be provided enhanced supports from teachers through small group and/or 1:1 interactions and will be provided additional learning resources as applicable. Struggling students may also be assigned a District virtual tutor or community volunteer to further support their learning needs.

During in-person learning, struggling students will be provided opportunities for extended learning in the afternoon once in-person learning has commenced. Extended learning may include 1:1 support from a District tutor or community volunteer.

## Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

WPUSD understands the impact that learning loss can have on students, and we understand that learning loss might be greater for some students compared to others. We are committed to accelerating learning for students who have experienced the greatest learning loss regardless of whether we are following a full distance or modified in-person learning model and will adjust accordingly for either circumstance. To that end, we have adopted the following programs/strategies:

Our students with disabilities have a wide array of support options available to them above and beyond the general instructional program. They have access to Sonday, an online program that uses effective multisensory instruction to identify areas of growth, intervene, and help them catch up with their peers. Weekly, students with disabilities either receive a designated amount of small group or individual instruction with a teacher to focus on individualized academic goals (elementary), or they have Curriculum Support classes, which allow them regular opportunities to receive instructional support for their core classes (secondary). Our students with more significant cognitive challenges have a team of professionals working to help them meet individualized learning goals; those goals are based on individual need and focus on improving upon the students' present levels of educational performance. WPUSD is hopeful that county health guidance will soon allow us to provide extended in-person options for our students with disabilities as well.

Our English Learners have access to tutors for structured support, and to Rosetta Stone (newcomers) as a supplemental resource. At the secondary level, English Learners are placed in Designated ELD classes as a way to accelerate their language acquisition. At the high school level, English Learners are also placed in English classes with co-teachers (non-Special Ed), to insure they receive additional support in grade-level appropriate classes.

Our afterschool program (ASES/CARE) provides daycare and support with facilitating distance learning and providing tutoring help. Foster youth/homeless students, and low-income/English Learner students are prioritized for this program.

Our AVID program, which disproportionately enrolls low-income students, foster/homeless youth, and English Learners, continues to accelerate its participants' learning and open increased opportunities for students upon graduation. In preparation for a school year fraught with potential shifts between distance learning and in-person learning, our secondary schools adopted advisory periods. In an advisory model, every teacher case manages a small group of students; each teacher ensures the students on his/her/their caseload are being successful in their core academic classes. Teachers then intervene to find help and support for students who are struggling.

Our district partners with a local community of retiree volunteers to provide tutors for struggling students. These retirees participate by working with small groups or individual students. There is a process being developed for the volunteers to now work with students online during distance learning and support them as directed by the classroom teacher.

504 program students will be supported by their general education teacher(s). Consultation in the delivery of accommodations that are needed to support each student's access to instruction through remote learning will be provided to parents, as needed, by teachers and

school counselors. Students who receive 504 related services will receive services in accordance with their individualized learning plan, developed in collaboration with the parent/guardian of the child.

Learning loss for Students in our GATE and Honors Academies are being addressed by the classroom teachers. Identified GATE students who choose to, participate in an elementary GATE Academy located at one of our elementary schools where teachers provide instruction specific to the needs of High Achieving students. Similarly we have an Honors Academy at a middle school with the same population of students. GATE or high achieving students who are in a general education classroom will have their work differentiated by the classroom teacher.

### **Effectiveness of Implemented Pupil Learning Loss Strategies**

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

The effectiveness of our services and supports will be measured with student achievement data. We will administer a variety of diagnostic and benchmark assessments in ELA and Math over the course of the school year (i.e. - iReady, Illuminate), as well as curriculum-based assessments. Furthermore, most students will participate in state testing, the results of which will also be used to determine academic progress and proficiency.

Teachers and support staff will utilize weekly collaboration (PLC) time to analyze diagnostic and benchmark assessment data. Additionally, they will regularly monitor student progress via other informal, formative assessments. Teachers and support staff will use the results of all assessments, both formal and informal, to adjust instruction and provide appropriate tiered interventions for struggling students.

Even in distance learning, principals continually conduct informal and formal classroom observations. This allows them to observe, real-time, the services and supports in place for students. Principals can consistently provide constructive feedback to teachers related to instructional programs and the use of research-based instructional strategies. They can also serve as a support for teachers in procuring additional supports/service (i.e., District tutors, etc.) for students to access.

### **Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]**

Description	Total Funds	Contributing
ASES (CARE) Program	439,395.10	Yes
1 20 FTE EL TOSA	90,738.00	Yes

Description	Total Funds	Contributing
Designated ELD sections at secondary schools	243,309.00	Yes
Homeless Youth Coordinator	33,665.00	Yes
Homeless Youth Secretary	7,985.00	Yes
i-Ready (K-8)	189,436.00	Yes
Illuminate Assessment System	45,904.00	Yes
Site-allocated Supplemental Funding for Learning Loss Mitigation	661,594.00	Yes

## Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

Mental health and social emotional well-being have been main tenets of our district's LCAP for the last 6 years. We are a district committed to Youth Development and PBIS; prior to COVID-19, roughly 30% of WPUUSD staff participated in a four-day Youth Development Institute and 15 staff were further trained as trainers of youth development. The youth development framework identifies five supports and opportunities that youth need to become healthy, productive adults. They are safety, relationships, youth participation, community involvement, and skill building. Schools have worked diligently over the last 6 years to improve safety and relationships with and for students. PBIS has been implemented at more than half of our school sites and staff continue to receive training and support from our Mental Health Specialist, whom we hired as part of LCAP to support PBIS and students' mental health. In 2018-2019, we added the services of Wellness Together, a mental health services provider, to increase the amount of students eligible to receive mental health supports. In 2019-2020, we provided voluntary

professional development for teachers on trauma-informed teaching, social-emotional learning, and mindfulness. All of these programs and services are presently in place and are accessible both in-person and in distance learning; adjusted accordingly for both. Additionally, our district psychologists have shifted their focus to working with students in need of additional support during COVID-19. Lastly, our teachers have been encouraged to embed community-building activities into the first few weeks of online instruction. We know that relationships and emotional safety are paramount to students being successful in school, and we are deeply committed to that.

WPUSD has an Employee Assistance Program (EAP) for all staff. This program provides free access to professional counselors and other services which can help staff members and eligible family members resolve a broad range of personal problems affecting emotional health, family life and work life. We employ a part-time "Wellness Coordinator," who sponsors district-wide wellness activities for staff and encourages improved well-being and healthy lifestyle choices. WPUSD has also provided some professional development modules for staff focused on mindfulness and work/life balance.

Site administrators will regularly be participating in teacher's video meetings with students to monitor and track the well-being of students and staff and will help determine if staff are displaying signs of struggle during the school closures. Additionally, when students are not engaging in the learning activities due to mental/emotional health, site administration and other support staff will work with parents and students to help them engage, or connect them with services that can provide the needed support.

## **Pupil and Family Engagement and Outreach**

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

School schedules for distance learning include dedicated time for teachers and support staff to conduct student outreach and support. Elementary teachers do a student "check in" twice a day. Secondary schools have provided an advisory teacher to focus on tracking a small group of students for engagement and progress. In addition, case managers, designated classified staff, parent/school/community liaisons (bilingual), school counselors, and administrators will track student engagement and provide tiered interventions for students who have missed more than 60% of live interaction within a week and/or fail to complete more than 50% of work (our measure for student participation).

When students are not engaging in school, a tiered process has been developed to help them reengage in the learning activities. These tiers include teachers first making multiple attempts to contact parents and students. Then, school site administrators and other staff will take progressive action to reengage students. If students continue to not engage they will be referred to the Student Attendance and Review

Board (SARB). A system for tracking and monitoring students' weekly engagement has been developed to ensure staff are able to easily identify disengaged students and to work to reengage them in a timely manner.

Outreach and interventions will include, but not be limited to: emails, phone calls, letters home, home visits, wellness checks, additional supports/resources to ensure student access to and success in completing expected learning activities, collaborating with community-based agencies, and referral to the SARB.

We employ 3 parent/school/community liaisons to provide support for Spanish speaking parents and students. They will support teachers and administrators in the re-engagement process for those families by communicating with Spanish speaking parents of students who are not engaging. In addition to Spanish, we have purchased ParentSquare, which translates (in 30 different languages) all communications to parents in their preferred correspondence language.

## School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

The WPUUSD Food Service Department continues to serve our students during the 20/21 school year both with our 100% Distance Learning Program, InterCONNECT, and have a plan in place for when students return to in-person learning.

For 100% distance learning we offer weekly meal bags to students that contain a nutritious breakfast and lunch for each of the days school is in session that week. The meal bags are made up of kid-friendly options including shelf stable items, menu selections they can heat at home and a variety of fresh fruit and vegetables. We bag our selections on Tuesdays and distribute them on Wednesdays during a mid-day pick up. We offer parents a variety of alternate times to pick-up meal bags if they cannot make the mid-day pick up.

The WPUUSD Food Service Department plans to offer daily nutritious meal bags once students return to campus. At the time of picking up their lunch bag, students will also be able to pick up a breakfast bag for the following day if they so choose. We will continue to offer families that are enrolled in InterCONNECT the option of picking up meal bags weekly.

Food distributions are communicated two times a week in the Superintendent's Family Update and also on the District's social media platforms.

82

Effective September 1, 2020 the U.S. Department of Agriculture released nine Summer Meal Program Waiver Extensions that allows schools that have started the new school year to use the Seamless Summer Option and Summer Food Service Program through December 31, 2020 instead of the National School Lunch Program and School Breakfast Program. These waivers are in response to the nationwide COVID-19

pandemic. The extension of these programs and will enable the District to provide FREE meals to all WPUSD students 18 years or younger regardless of their eligibility status and ensure all COVID-19 protocols are followed for the health of employees and WPUSD families.

The Food Service Department is thankful to be able to continue to serve our students in a way that secures our health but also theirs during this time.

## Additional Actions to Implement the Learning Continuity Plan [Additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
Pupil Engagement and Outreach	0.40 FTE MTSS Coordinator	32,542.00	Yes
Mental Health and Social and Emotional Well-Being	Wellness Together	158,079.00	Yes
Mental Health and Social and Emotional Well-Being	1.0 FTE Mental Health Specialist	144,340.00	Yes
Pupil Engagement and Outreach	3.0 FTE Parent/School/Community Liaisons	164,894.00	Yes
Pupil Engagement and Outreach	Software to enhance parent communication during distance learning (Parent Square)	34,450.00	Yes
Mental Health and Social and Emotional Well-Being	Staff Wellness Coordinator	2,500.00	No
Mental Health and Social and Emotional Well-Being	Employee Assistance Program (EAP)	12,687.00	No

Section	Description	Total Funds	Contributing

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students		
32.94%	3,947,381		

### Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

WPUSD prioritizes its LCFF Supplemental funds and its federal title funds to further enhance programs and activities at our highest-need schools and for our highest-need students. We ensure that those funds are utilized to support district and site initiatives that best meet the needs of our unduplicated pupils.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

The following actions are provided on an LEA-wide basis but are specifically designed to meet the needs of our unduplicated student populations:

- Foster youth, English Learners, and low-income students have a significantly higher probability of need for both Chromebooks and internet connectivity. Supplying students with Chromebooks and internet service ensure that all students have equitable access to distance learning.
- The purchase of hands-on manipulatives for home use, like base 10 blocks, linker cubes, and whiteboards, will disproportionately help our low-income families.
- Our afterschool program (ASES/CARE) provides daycare and support with facilitating distance learning and providing tutoring help. Foster youth/homeless students, and low-income/English Learner students are prioritized for this program.

**134**

- Tutors, community volunteers, instructional aides and/or other support staff provide additional support for struggling students.
- Our Parent/School/Community liaisons (bilingual) help parents communicate more effectively with schools and also serve as a bridge to available community services; they are utilized most by our Spanish-speaking families.

Other services for WPUUSD's unduplicated pupils were increased or improved in the following ways:

- Homeless Youth Coordinator and Homeless Youth secretary positions support both homeless and foster youth, ensuring they receive the services and supports needed to succeed in school.
- ELD Tutors, community volunteers and/or other support staff are monitoring English Learners' academic progress and are providing additional support with language acquisition where necessary. At the high school level, English Learners are also placed in English classes with co-teachers (non-Special Ed), to insure they receive additional support in grade-level appropriate classes.
- English Learner Teacher on Special Assignment (TOSA) provides professional development, case manages struggling students, and assists with district-wide ELPAC test preparation.
- Professional development modules were offered to teachers prior to the start of the 2020-21 school year that specifically addressed Designated and Integrated ELD and included instructional strategies that would help support English Learners.