

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

MEMBERS OF THE GOVERNING BOARD

Kris Wyatt – President
 Damian Armitage – Vice President
 Criste Freymond – Clerk
 Jason Price – Member
 April Nitsos – Member

DISTRICT ADMINISTRATION

Kerry Callahan, Superintendent
 Scott Pickett, Assistant Superintendent of Educational Services
 Cliff De Graw, Assistant Superintendent of Personnel Services
 Audrey Kilpatrick, Assistant Superintendent of Business & Operations

School	<u>STUDENT ENROLLMENT</u>		
	2019-2020 CALPADS	10/6/2021	11/2/2021
Sheridan Elementary (K-5)	64	67	67
First Street Elementary (K-5)	447	392	391
Carlin C. Coppin Elementary (K-5)	441	393	387
Creskide Oaks Elementary (K-5)	609	444	445
Twelve Bridges Elementary (K-5)	652	650	649
Foskett Ranch Elementary (K-5)	412	334	331
Lincoln Crossing Elementary (K-5)	698	410	418
Scott Leaman Elementary (K-5)		480	482
Glen Edwards Middle School (6-8)	869	807	795
Twelve Bridges Middle School (6-8)	830	852	854
Lincoln High School (9-12)	2,071	1,643	1,632
Twelve Bridges High School (9-10)		568	566
Phoenix High School (10-12)	84	127	129
Atlas (K-12) (new 2019-2020)	40	88	81
SDC Program (18-22)	11	17	18
Non-Public Schools	31	30	31
TOTAL	7259	7,302	7,276

SDC Pre-School

Foskett Ranch	18
First Street/LIP	46
SLE	16

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

December 7, 2021

Lincoln Crossing Elementary – Multi Purpose Room

635 Groveland Lane, Lincoln, CA 95648

AGENDA

2021-2022 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Per Placer County Public Health's (PCPH) and California Department of Public Health's (CDPH) recent health warning, **masks are required indoors** for all individuals, regardless of vaccination status, in K-12 school settings. Therefore, **masks will be required by all** in order to enter the School Board Meeting.

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

5:30 P.M. START

1. **CALL TO ORDER/ROLL CALL** – Lincoln Crossing Elementary – Multi Purpose room
2. **COMMUNICATION FROM THE PUBLIC**

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters on the Closed Session 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. Speakers are limited to three (3) minutes each.

5:35 P.M.

3. **CLOSED SESSION** – Lincoln Crossing Elementary – Office Conference Room

3.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Kerry Callahan, Superintendent

~Scott Pickett, Assistant Superintendent of Educational Services

~Cliff De Graw, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

3.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION -

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

Regular Meeting of the Board of Trustees

December 7, 2021

Agenda

3.3 PERSONNEL

Employee Employment/Discipline/Dismissal/Release

3.4 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

- a. Student Discipline – Stipulated Expulsion Student #21-22-B
- b. Student Discipline – Stipulated Expulsion Student #21-22-C

7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – Lincoln High School, Performing Arts Theater.

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

4.1 Page 9 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

- ~Kerry Callahan, Superintendent
- ~Scott Pickett, Assistant Superintendent of Educational Services
- ~Cliff De Graw, Assistant Superintendent of Personnel Services
- ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

4.2 Page 10 - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

4.3 Page 11 - PERSONNEL

Employee Employment/Discipline/Dismissal/Release

4.4 Page 12-13 - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

- a. Student Discipline – Stipulated Expulsion Student #21-22-B
- b. Student Discipline – Stipulated Expulsion Student #21-22-C

5. Page 15-102 - CONSENT AGENDA

NOTICE TO THE PUBLIC

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

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Minutes for: November 2, 15 & 16 2021
- 5.4 Approval of Warrants
- 5.5 Approve Assignment between Sequoia Union High School District and Western Placer Unified School District
- 5.6 Ratification of Contracts with Wellness Together, Inc.
- 5.7 Student Discipline – Stipulated Expulsion Student #21-22-B
- 5.8 Student Discipline – Stipulated Expulsion Student #21-22-C

Roll call vote:

Regular Meeting of the Board of Trustees

December 7, 2021

Agenda

6. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Ariana Dolan
- Twelve Bridges High School Student Advisory – Kylie Linthicum
- Western Placer Teacher's Association – Tim Allen
- Western Placer Classified Employee Association – Gus Nevarez
- Superintendent – Kerry Callahan

7. ♦ 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. Speakers are limited to three (3) minutes each.

7.1 Information/ *Page 104* – **PRESENTATION FROM WPUSD LEGAL COUNSEL**
Discussion **REGARDING COVID-19 RELATED MANDATES IN SCHOOL**
SEETINGS – Callahan (21-22 G & O Component I, II, III, IV, V)

7.2 Information/ *Page 105* – **EDUCATOR EFFECTIVENESS BLOCK GRANT PLAN**
– Pickett (21-22 G & O Component I, II, III, IV, V)

7.3 Action *Page 110* – **ESTABLISH ANNUAL ORGANIZATIONAL MEETING**
– Callahan (21-22 G & O Component I, II, III, IV, V)
• Education Code 35143 and 5017 require the scheduling of an annual organizational meeting in December for selecting board officers. Placer County Office of Education request we take board action on the scheduling of the annual organizational meeting and submit to PCOE.

7.4 Action *Page 114* – **ADOPTION OF REVISED/NEW/EXHIBITS/POLICIES/REGULATIONS** – Callahan (21-22 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/AR 6142.8 – Comprehensive Health Education

8. COMMUNICATION FROM THE PUBLIC

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Regular Meeting of the Board of Trustees

December 7, 2021

Agenda

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

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

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **December 21, 2021 7:00 P.M.**, Annual Organizational Meeting of the Board of Trustees –Lincoln High School Performing Arts Theater, 790 J Street

11. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

Posted: 120121

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

Western Placer Unified School District

CLOSED SESSION AGENDA

Place: Lincoln Crossing Elementary – Office Conference Room

Date: Tuesday, December 7, 2021

Time: 5:35 P.M.

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

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Kerry Callahan, Superintendent

Scott Pickett, Assistant Superintendent of
Educational Services

Cliff De Graw, Assistant Superintendent
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent
Business and Operations

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Kerry Callahan
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

**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	
<ol style="list-style-type: none">1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students2. Foster a safe, caring environment where individual differences are valued and respected.3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.5. Promote student health and nutrition in order to enhance readiness for learning.	

SUBJECT:
CONFERENCE WITH LEGAL COUNSEL –
ANTICIPATED LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in
Closed Session

REQUESTED BY:
Kerry Callahan, Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 7, 2021

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/
DISMISSAL/RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Cliff De Graw
Assistant Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

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

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

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

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

SUBJECT:

Student Discipline
Stipulated Expulsion Student:
Student #21-22-B

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Chuck Whitecotton
District Hearing Officer

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will discuss, and then take action under consent regarding the Stipulated Expulsion of Student #21-22-B.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken on the Stipulated Expulsion of Student #21-22-B.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Student Discipline
Stipulated Expulsion Student:
Student #21-22-C

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Chuck Whitecotton
District Hearing Officer

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will discuss, and then take action under consent regarding the Stipulated Expulsion of Student #21-22-C.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken on the Stipulated Expulsion of Student #21-22-C.

wp/rk/factform

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

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

SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Cliff De Graw
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

December 7, 2021

CERTIFICATED/MANAGEMENT

NEW HIRES: None

REQUEST FOR LEAVE OF ABSENCE:

1. Name: Karen Stanley
Position: SDC Teacher
FTE: 1.0 FTE
Effective: January 24, 2022
School Site: Foscett Ranch Elementary School

REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS): None

TRANSFERS: None

RESIGNATIONS: None

RETIREMENTS: None

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

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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Cliff De Graw 
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

December 07, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

December 07, 2021

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Jennifer Gill
Position: Payroll Technician
FTE: 8.0 hours
Days: 12 Months
Effective: November 08, 2021
Site: District Office
2. Name: Jose Ceja Rodriguez
Position: Custodian/Groundsman
FTE: 8.0 hours
Days: 12 Months
Effective: November 15, 2021
Site: Twelve Bridges Middle School
3. Name: Veronica Wright
Position: Instructional Aide
FTE: 2.0 hours
Days: Short Term
Effective: November 15, 2021-June 10, 2022
Site: Scott M. Leaman Elementary
4. Name: Asante Gustave
Position: Campus/Cafeteria Supervisor
FTE: 2.16 hours
Days: 10 Months
Effective: November 29, 2021
Site: Scott M. Leaman Elementary
5. Name: Marisa Papaleo
Position: Food Service Assistant
FTE: 3.5 hours
Days: 10 Months
Effective: November 29, 2021
Site: Glen Edwards Middle
6. Name: Autumn Wood
Position: Campus/Cafeteria Supervisor
FTE: 2.16 hours
Days: 10 Months
Effective: November 29, 2021
Site: Scott M. Leaman Elementary
7. Name: Kara Duff
Position: Campus/Cafeteria Supervisor
FTE: 2.16 hours
Days: 10 Months
Effective: November 29, 2021
Site: Scott M. Leaman Elementary

NEW HIRES CONTINUED:

8. Name: Anahi Pineda Rosales
Position: Grant Funded Instructional Aid
FTE: 3.5 hours
Days: 10 Months
Effective: November 29, 2021
Site: First Street Elementary
9. Name: Desirae Jones
Position: Campus/Cafeteria Supervisor
FTE: 2.0 hours
Days: Short Term
Effective: November 01, 2021-June 10, 2022
Site: Lincoln Crossing Elementary

TRANSFER/PROMOTIONS:

1. Name: Linda Anglada
Position: Food Service Assistant
FTE: 4.5 hours
Days: 10 Months
Effective: November 15, 2021
Site: Lincoln High School
2. Name: Sruti Vadgama
Position: College & Career Technician
FTE: 6.0 hours
Days: 10 Months
Effective: November 18, 2021
Site: Lincoln High School

ADDITIONAL POSITION/INCREASE OF HOURS:

1. Name: Shira Diwan
Position: Campus/Cafeteria Supervisor
FTE: 2.58 hours
Days: 10 Months
Effective: November 01, 2021
Site: Twelve Bridges Elementary
2. Name: Vesta Grewal
Position: Instructional Aide
FTE: 1.0 hours
Days: Short Term
Effective: November 01, 2021-June 10, 2022
Site: Twelve Bridges Elementary
3. Name: Maria Dirmeyer
Position: Instructional Aide
FTE: 2.0 hours
Days: Short Term
Effective: November 29, 2021-June 10, 2022
Site: Twelve Bridges Elementary

REHIRE: None

REQUEST FOR LEAVE OF ABSENCE (Maternity Leave):None

REQUEST FOR LEAVE OF ABSENCE: None

RESIGNATIONS:

1. Name: Maria Dirmeyer
 Position: Campus/Cafeteria Supervisor
 Effective: November 20, 2021
 Site: Twelve Bridges Elementary

RETIREMENTS:

1. Name: Jeffrey Record
 Position: Paraprofessional
 Effective: January 01, 2022
 Site: Lincoln High School

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Minutes:

- November 2 & 16, 2021 Regular Board of Trustee Meeting
- November 15, 2021 Special Meeting of The Board of Trustee Meeting

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Kerry Callahan,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

November 2, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will consider adoption of the following minutes:

- November 2 & 16, 2021 Regular Board of Trustee Meeting
- November 15, 2021 Special Meeting of the Board of Trustees

RECOMMENDATION:

Administration recommends the Board of Trustees take action to approve minutes.

Western Placer Unified School District

Regular Meeting of the Board of Trustees

November 2, 2021

Lincoln High School – Performing Arts Theater

790 J Street, Lincoln, CA 95648

MINUTES

2021-2022 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Board Members Present:

Kris Wyatt, President

Damian Armitage, Vice President

Jason Price, Member

April Nitsos, Member

Board Members Not Present

Criste Freymond, Clerk

Others Present:

Kerry Callahan, Superintendent

Scott Pickett, Assistant Superintendent of Educational Services

Audrey Kilpatrick, Assistant Superintendent of Business & Operations

Cliff De Graw, Assistant Superintendent of Personnel Services

5:30 P.M. START

1. **CALL TO ORDER/ROLL CALL** – Lincoln High School – Performing Arts Theater
2. **COMMUNICATION FROM THE PUBLIC**
There was no communication from the public

5:35 P.M.

3. **CLOSED SESSION** – Lincoln High School – Room 42
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
 - ~Kerry Callahan, Superintendent
 - ~Scott Pickett, Assistant Superintendent of Educational Services
 - ~Cliff De Graw, Assistant Superintendent of Personnel Services
 - ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
 - 3.2 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION -**
Legal counsel pursuant to government code section 54956.9- anticipated litigation regarding COVID-19

November 2, 2021

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3.3 PERSONNEL

- a. Employee Employment/Discipline/Dismissal/Release
- b. Public Employee Performance: Goal Setting - Superintendent

7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – Lincoln High School, Performing Arts Theater.

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

4.1 Page 9 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

- ~Kerry Callahan, Superintendent
- ~Scott Pickett, Assistant Superintendent of Educational Services
- ~Cliff De Graw, Assistant Superintendent of Personnel Services
- ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

No action taken

4.2 Page 10 - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

No action taken

4.3 Page 11-12 - PERSONNEL

- a. Employee Employment/Discipline/Dismissal/Release
- b. Public Employee Performance: Goal Setting - Superintendent

No action taken

5. Page 14-142 - CONSENT AGENDA

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Request of Unpaid Leave of Absence
- 5.4 Approval of Minutes for: October 5 & 19 2021
- 5.5 Approval of Warrants
- 5.6 Approve Contract Between Industrial Door Company and Western Placer Unified School District
- 5.7 Accept Grant Agreement between Placer County Air Pollution Control District and Western Placer Unified School District
- 5.8 Report of Disclosure Requirements for Quarterly Reports of Investments
- 5.9 Consider Approving Revised After-School Salary Schedule 2021-2022
- 5.10 Consider Approving Revised Classified Salary Schedule 2021-2022

Motion by Mr. Price, seconded by Mr. Armitage and passed by a 4-0 (*Ayes: Armitage, Nitsos, Price, Wyatt No: None*) roll call vote to approve consent agenda as presented.

6. REPORTS & COMMUNICATION

➤Lincoln High School Student Advisory – Ariana Dolan – not present

Twelve Bridges High School Student Advisory – Kylie Linthicum – not present

➤Western Placer Teacher's Association – Tim Allen stated he is the elected president of the Teachers Association. Mr. Allen shared that they represent about 330 members. Mr. Allen stated the on the agenda this evening is the Mutual Sunshine for Negotiations which is part of the process of letting the public and board members know of the negotiations process. It is the first step in the collective bargaining process letting the public know what part of the contract they will be looking at this year. They have an open contract, which means that next year they are hoping to create an agreement for a three-year contract. It was actually up last year but due to the pandemic, they moved it to this year. Excited to be working with the district and the collaborative process. They will also be looking at teacher evaluation, unit member hours and a few other items that you can see in the agenda.

➤Western Placer Classified Employee Association – Gus Nevarez stated he had no report at this time

➤Superintendent – Kerry Callahan

- Attended John Adams Academy tour after the last meeting. It was a great visit and she appreciated learning more about their program.
- Attended the Foundry Fundraiser. The Foundry is a after school student center and they do so much for our community in providing a safe, free space for our students to go to after school. As a district, there were about 30 in attendance. We supported them individually (not as a district) along with the community who came out and they were able to raise over \$28,000 for the Foundry that evening.
- We have a Facilities Committee meeting on November 9, 2021 and Damian Armitage and Jason Price will be our Board Representatives. We are engaging with the City of Lincoln as well as our Stakeholders on updating our facilities masterplans. Currently we have about 7300 students and within the next 15-20 years we will be adding about 9400 students based on growth
- District Day was very nontraditional this year due to the impact of COVID. We had employees stay at their sites and gave staff a catch all day. We provided everyone with Bagel and Bean bagels and fixings. We were able to support a local business and provide food for our entire staff.
- Rey Cubias, Principal at First Street Elementary has taken a position in Loomis as Director of Curriculum and Instruction. We are working on filling his position.
- Ruben Ayala former Principal of First Street Elementary has agreed to fill in as interim if needed.
- The City of Lincoln and WPUSD participated in the Downtown Association trick or treat this past Friday. Kuddos to all the staff that helped and participated.
- On Saturday, she participated as a member of the Lincoln Rotary as a member with the Tour of Lincoln.
- Last night at the was the Placer County Board of Trustees dinner, Daniella Thompson, the Placer County Teacher of the Year last year spoke on behalf of our District. She had some great, inspiring words to share.
- At the last meeting, we had a member of the community discuss our sub pay. We were already discussing increasing our sub rates for our retirees. The more we

discussed this, the more we thought it would be good to increase the sub rate for all certificated subs.

7. ♦ACTION ♦DISCUSSION ♦INFORMATION

7.1 Discussion/ **Page 145 – CONSIDER APPROVAL OF MEMORANDUM**
Action **OF UNDERSTANDING (MOU) BETWEEN WESTERN PLACER**
UNIFIED SCHOOL DISTRICT (WPUSD) AND WESTERN
PLACER TEACHRS ASSOCIATION (WPTA) – De Graw (21-22 G &
O Component I, II, III, IV, V)

Cliff De Graw stated this MOU is related to the change in working conditions in our long-term independent study program, ATLAS, as required by Assembly Bill 130. As such, the District is serving additional students through long-term independent study. This MOU contains agreements between the District and WPTA in the areas of long-term independent study assignments and compensation for additional unit members who support long-term independent students through counseling, office hours, and /or grading.

Motion by Mr. Armitage seconded by Mr. Price and passed by a 4-0 (*Ayes: Armitage, Nitsos, Price, Wyatt No: None*) vote to Consider Approval of Memorandum of Understanding (MOU) between Western Placer Unified School District (WPUSD) and Western Placer Teachers Association (WPTA).

7.2 Discussion/ **Page 149 – CONSIDER APPROVAL OF MEMORANDUM**
Action **OF UNDERSTANDING (MOU) BETWEEN WESTERN PLACER**
UNIFIED SCHOOL DISTRICT (WPUSD) AND WESTERN
PLACER TEACHRS ASSOCIATION (WPTA) – De Graw (21-22 G &
O Component I, II, III, IV, V)

Cliff De Graw stated this MOU is related to COVID incentive pay for certificated staff who substitute for other unit members during their preparation period. Due to the COVID-19 pandemic, the ongoing teacher shortage, and an extreme lack of substitute teachers to meet the daily district needs, there is an increased need for unit members to substitute for teachers. This COVID incentive pay for substituting will be applied retroactively to September 1, 2021.

Mr. Armitage stated that it makes sense to incentivize since we are having difficulty filling those slots.

Motion by Mr. Armitage seconded by Mrs. Nitsos and passed by a 4-0 (*Ayes: Armitage, Nitsos, Price, Wyatt No: None*) vote to Consider Approval of Memorandum of Understanding (MOU) between Western Placer Unified School District (WPUSD) and Western Placer Teachers Association (WPTA).

7.3 Information/ Discussion Page 152 – MUTUAL SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD) AND THE WESTERN PLACER TEACHERS' ASSOCIATION (WPTA) – De Graw (21-22 G & O Component I, II, III, IV, V)

Cliff De Graw stated pursuant to Government Code Section 3547, all proposals of the recognized employee groups and the District must be presented at a public meeting of the District. This is commonly referred to as “Sunshining” the proposals. The Western Placer Teachers’ Association and the Western Placer Unified School District are both proposing negotiations for a new Collective Bargaining Agreement (CBA) as the current CBA expires at the end of the 2021-2022 school year. The District and the Western Placer Teachers’ Association’s mutual proposal is being presented for information/discussion. This will allow the members of the public to become informed and will give them an opportunity to express themselves regarding the proposal.

Kerry Callahan stated that for those who attended the previous meeting, the board has signed the updated letter to Governor Newsom and the resolution. Both have been sent to the Governor and copies were sent to Assemblyman Kevin Kiley, Senator Brian Dahle, Supervisor Robert Weygandt and City of Lincoln Mayor Alyssa Silhi. The letter and resolution will also be posted on our website on our COVID page.

8. COMMUNICATION FROM THE PUBLIC

Chris Baldwin – stated he lives in Sheridan and has a child who is a junior. He wanted to thank the Board Members for doing this thankless job. They know a lot goes on behind the scenes. The letter to the Governor and the Resolution he is hoping will be a great help. He thinks we should get the Placer County Board of Supervisors and the Health Department on Board and start sending letters to them as well. He wanted to respond to a letter that was read which was submitted by a gentleman name Geoffrey Hancock at a previous meeting. He stated that Geoffrey actually brought up a good question. He saw a couple state legislatures and the governor say exactly the same thing, which was vaccines are already mandated for polio, whooping cough, measles mumps, and rubella. So he thought ok, on the surface, that’s a good point. When you dig in, you start realizing the differences. That is the information the governor and state legislature tend to leave out. The next level. What are the differences between those vaccines and the COVID vaccine? The first obvious one is that those vaccines have been around for decades. They are effective; they have a safety record over 10, 40-50 years. Two, the death rates, mortality rates, injury rates, from those diseases that we talked about. The highest mortality rate was in severe tetanus. It is almost 60% so yes he would want his kids to get vaccinated for severe tetanus. Some of the others were lower. Some were like COVID. The difference being they had some severe effects, Deafness, brain damage, encephalitis, things that could ensure parents would want to say if COVID causes deafness and encephalitis, we are going down to get the shot right now.

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Robyn Lillibridge- submitted and read the following Good evening, my name is Robyn Lillibridge and I live here in Roseville and have 2 children enrolled in Dry Creek. I'm here today to appeal to the vaccine mandate that is being forced in our schools. To begin, I'd like to be quite clear when I tell you I will not comply with this mandate. As much as my kids would be heartbroken to leave their schools and as hard as it would be on myself as a working parent to homeschool them, I will not risk their health to send them to in person learning. Having our children vaccinated is not providing a solution to anything, it is not saving others from contracting Covid, so tell me why we are even entertaining the idea of mandating this in our schools. I could share all the data and research with you today but you already know the numbers, you know our kids are not at risk, you know that the vaccine isn't slowing the spread but rather increasing it rapidly, you know that the vaccine has killed, permanently disabled, and adversely affected more children already than COVID has and yet we are still here, begging you to fight for our children and stand up to the governors extreme overreach of our parental rights. Those that compare this to vaccines such as the measles and other school required vaccinations I say this, you can't compare them, they aren't the same, the statistics aren't the same. Covid doesn't kill kids, measles does! Those vaccines took years of research to develop and help save the lives of our children so yes, my kids are vaccinated with those well needed vaccines! I'm not an anti- vaccine believer, and I can't tell you what I might choose to do 5 or 10 years from now when there has been enough research and data completed on this Covid shot. It could be a good solution to many people but right now the only thing this mandate would be solving for is the government's desire to be in control. Let our kids stay in school and continue getting the best possible education they deserve, do your jobs and fight for the kids and the parents of this district. Our children deserve better than this. Show the governor that money and politics don't outweigh the health and wellbeing of our children. I'd hope and pray that money hasn't swayed your decision towards making this decision.

I'd like to believe you are all good people and have our children's best interest at heart rather than the funds you'd be receiving in favor of mandating this vaccine. Like I said earlier I will not comply with this mandate because there is absolutely no way I would ever inject my children with something they scientifically, physically or statistically don't need. I will not stand here and allow my rights to be stripped away from me and placed in the hands of our-government, the people that could care less about our children's wellbeing or anyone's for that matter. Everyone should continue to be responsible for their own health and have the freedom to choose whether to receive this shot. How is putting that responsibility on a perfectly healthy child make any logical sense when it means risking their health and wellbeing in the first place! I ask that you join WPUSD, RJUHSD, Happy Valley, Durham, Lucerne Valley, Merced, and RUSD districts in opposing the mandate. I'd also ask that you add this topic to your next board meeting agenda.

Gus Murphy - stated the reason the cloud is light tonight is that Kevin Kiley is speaking tonight. He wanted to mention Geoff Hancock. In the last two weeks, he has meet with private homeschooling groups, assemblies of institutions to start. Something hit him as he was preparing to pull these kids out of school, there is a short cut to success here. It's the teachers, what he realizes is that a lot of the educators are parents. A lot of parents don't agree with the vaccine mandate. He is going to take that short cut and his plan is to exploit that in a positive way and he is coordinating and will be speaking to educators throughout Placer County. The reason they want to take the short cut, pulling the kids out of school hurts kids, is it a necessary evil, he thinks so. He went to the dollar store and he bought 25

poster boards and a lot of sharpies. Next week on November 10th he is assembling an army and they are going to be standing outside of as many Placer Schools and telling people to pull their kids out on the 15th. Do not let them go, because these letters, these messages, they are nice, but we all know what attendance means. It is going to hurt more and that is our goal. Then we are going to call Fox 40. They are going to try to hit very very hard on November 15th, through social media and standing on the sidewalk in front of these schools to beg parents to pull their kids and we want it to be massive for Placer County. He stated he would not tell the board his goal but it is large. It's hard to find subs and educators right now, his goal is to make it even harder. Mrs. Wyatt thank you and your family for all you have done in education, he loves teachers. His goal is to pull the teachers until the district can't function anymore. Every war has sacrifice and that's the one that's going to be made and it's going to be done by our hero's, the teachers.

Marjorie Proffitt – submitted and read the following: My name is Marjorie Proffitt. I live here in Lincoln and I have a daughter at 12 Bridges High school and a grandson at Lehman elementary. What is the value of your own personal medical choices? When the polio vaccine was finally developed did the government chase people down that already had polio and make them take it? No! Does our government chase children down and force them to take the annual flu shot despite the data proving the flu is more deadly than COVID for our children? No! Just like the flu shot, Covid shots only protect the individual; they do not stop the spread of infection. On Friday, October 29th, the peer reviewed journal of The Lancet published a study that states "fully vaccinated individuals with breakthrough infections have a peak viral load similar to unvaccinated individuals and can efficiently transmit infection within the household settings, including those that are fully vaccinated". We know fully vaccinated individuals contract and spread the virus yet they are not subjugated to the same harassment as unvaccinated individuals. The unvaccinated are held to weekly testing, quarantined to their homes, tested before attending large indoor events, restricted from their children's schools or even eating in certain restaurants. Talk about hypocrisy, discrimination and skewing the data to give a false sense that the covid shot works. If you look at the data from the various graphs you will see that since 2010 the reported vaccine adverse events have multiplied 150% this year alone! To be truly informed people have to dig and maneuver through the VAERS and CDC websites to find any information that doesn't fit the "get vaccinated" push. The VAERS website provides these 2 graphs showing that the Pfizer vaccine has the most reports of pericarditis and that the age group of 12-32 years has the most significant reporting of the adverse reaction. Here in California we have had two confirmed COVID vaccine deaths in children under 17; we have had 150 hospitalizations from the shot, 393 ER visits, we have 18 children permanently disabled and 89 cases of myocarditis so far.

Here is Placer County's most up-to-date tracking information; 434 deaths, zero for all ages under 17! Our current hospitalization numbers are 95 confirmed in the hospital "with covid", only 48 of which are Placer residents and none are children! 16 of the 52 hospitalizations because of Covid are fully vaccinated individuals and that's with only two of the three hospitals reporting vaccination status! Without the third hospitals data, the vaccinated make up 1/3 of the hospitalized. If we use common sense and include the third hospital we could safely assume that approximately half of all COVID patients in the hospital are fully vaccinated. This vaccine is not a vaccine; at best it's a therapeutic for the high risk individual. This shot isn't doing the job the government or vaccine manufacturers promised us it would do. And what's even worse, the federal government has relieved the

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manufacturers of these shots of any liability. I don't know why any parent with a healthy child would ever willingly give their child a shot while there is no accountability for any adverse side effect or death. Let's not forget that this shot is still in its trial phase which will not be completed for the 12-17 group until 2023 and in trial for 5-11 group till 2025! Last week's FDA hearing, 17 of the 18 members on the board said they approved the emergency use only because without it "at risk" children would suffer. How can anyone expect me or any parent to put their child at risk with a shot to help another child? This once again just proves why this COVID shot should be a choice and not forced upon our children.

Allegra Stratton – stated all four of her children attend school in Lincoln and two of them are at John Adams Academy. Proverb 31 says speak up for those who can not speak up for themselves. She stated to the members of the board she is here speaking as the mother of her own children and all the children in CA and the 7300 in our district. Don't worry about growing facilities because a lot of them are going to be leaving. She speaks on behalf of many parents and families who are not here today. Don't have the courage or time to make it to the board meetings, she is speaking for them as well. There is no scientific evidence that supports mandating this vaccine on our kids. None. Forcing parents to inject their children with an experimental injection is a violation of their human rights. The unfair treatment of the un-vax is discrimination and is government overreach and an attempt to hijack our parental rights. These are their children and their choice. If you have to be persuaded, pressured, incentivized, bribed, guilt tripped, coerced, lied to, bullied, socially shamed, or criminalized in order to gain compliance, it's probably best and certain that what is being promoted is not in our best interest. Members of the board, freedom once lost is rarely returned. There is not middle ground, you are either for medical freedom or not. You are either for science, or your not. You are either against playing politics with our kids or you are not. You are either for our community or you are not. Which side are you on. You guys have kids, you probably have grandkids. You know what's happening right now is not okay. Her question is, what are they afraid of, do they really think that they are going to be pulling hundreds of districts insurance and funding's altogether across the state? Not a chance. She sincerely thanks them for writing a letter to the governor, it is a step in the right direction and they all appreciated the effort. However you can not fight tyranny with a letter. They need everyone to stand up, they need district and counties to pro-actively collaborate. They need a collective statement saying that you are going to reject this mandate.

Danette Clinton – stated she lives in Lincoln CA, born and raised. Her daughter attends Lincoln Montessori and she is in 7th grade. She is a proud LHS graduate class of 1994. They have a family owned business here since 1995. Mrs. Wyatt was her teacher and mentor. She was encouraging to her students and thought them to stand up for the underdog and to speak their minds respectfully, to fight for what they believe in and to never give up. She may not be the most educated or the highest paid person in the room. She is a single hard working mother, a believer and a warrior for Christ. No one is going to sacrifice her child except God and this has already been done. This mandate is being pushed by fear from our government and the media. We are all lions in this room and we will not be bullied by anyone. One meaning of fear is false evidence appearing real. The government is out of control with their overreach that they are pushing this is not just about a shot anymore it's about us losing our freedoms in this country that people have lost their lives

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for and they are still willing to die for. People from other countries are willing to die just to try to get here to have the freedoms that we have. Now those who were born and raised here are leaving our state and our country to seek a better way of life. Lincoln has grown and changed so much in the last 20 years, some for the good, some not so much. The one thing that will never change, no matter what, is that we stick together like family, we are Lincoln strong, we are proud patriots, we support the constitution, we stand for what we believe in, we stand for our flag and understand the meaning that is behind it. So many have died fighting for our freedoms and we are not going to sit and watch this country be taken without a fight. Tonight she ask them to join her in their fight to save their freedoms and protect the children. She not asking them to give up their jobs just like she shouldn't have to. She is asking that they join her team. The other day at a Zebra Jr football game, a twelve year old boy shared something with her that stuck with her. He said "team" stands for – Together Everyone Achieves More. So again, she ask that they join her/their team. Thank you for your time, God bless our country and people and lord have mercy on us all.

9. BOARD OF TRUSTEES**9.1 FUTURE AGENDA ITEMS**

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

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

9.2 BOARD MEMBER REPORTS/COMMENTS

April Nitsos wanted to thank everyone for their comments and professionalism and stated she hears them.

Jason Price stated he wanted to echo what April stated. He thinks this is the most respectful group of people with a voice that any board has seen. We all hear you. You would be surprise on how much aligned we are. We are just trying to make sure, as we navigate through this that we see all the potential pit falls from every direction. We have absolutely minimal authority. We are doing the very best we can. We are being proactive; it might not appear that way. For the good of the group there are laws that are established around boards like ours that prohibit us from meeting outside of this the general session and that is supposed to protect you from us collaborating without you seeing it. So its not that we are not having conversation, the law limits the ways in which we can have conversations. In the previous session, someone said why don't you email? Its actually against the law. The laws are designed to protect the rights of the people. We are listening, we are taking action. We are paying attention to what is happening with litigation.

Damian Armitage stated that he was on the website today and noticed that there is a thumbnail for the school board and it included Brian Haley but not the current board member. He asked that it be updated. He did have the opportunity to

November 2, 2021

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reach out to a board member from a different county and also to a community member to find out what they are doing with regard to the mandate. It was very helpful to understand what they were doing and if they would be interested in partnering with us. He attended the Placer County Trustee Dinner with Kris Wyatt and Superintendent Callahan and the District Leadership. The highlight of the night was the teacher of the year speech by Daniela. She did an excellent job. In regards with legal action that they can take, he wanted to let them know that if in fact they do get there, it will be very thoughtful and will be looking at all of our alternatives.

Kris Wyatt stated she was asked at the last meeting if she would reach out to Placer County School Board Presidents. She is getting answers from them but they, like us have not met. They meet this week, so the best that they could tell her is that they will meet with their board. There was one district that was an absolute no. They will stay with the mandate. Hopefully we will hear from other boards and what their ideas are. We have to be very strategic in how we move forward with this. We have to take these steps very cautiously. She has spoken to Kevin Kiley and Senator Dahle and they both have said that a letter writing campaign, not the same letter, tell your stories. Your stories have got to have an impact on these people. They are human. We are glad that you come and are so very respectful. She does want to say that Tour de Lincoln is a bike ride that is either a 20, 30 or 60 mile ride. She was so impressed with our kids. Our high schools, Twelve Bridges and Lincoln High Schools football teams came and helped them clean up their event. Those kids were on it. She was very impressed with them and appreciated that the coach Allen Berg came with them. It was fun and she was very proud of them. Daniela Thompson did an awesome job. She is a teacher at Glen Edwards and she was the teacher of the year. Her words were from her heart. It was an awesome night.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **November 15, 2021 5:00 P.M.**, Special Board Meeting of the Board of Trustees – District Office/City Hall Bldg., 4th Floor Conference Room

➤ **November 16, 2021 7:00 P.M.**, Regular Meeting of the Board of Trustees – Lincoln High School Performing Arts Theater, 790 J Street

11. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:00p.m.

Kris Wyatt, President

Criste Freymond, Clerk

Kerry Callahan, Superintendent

Maria Gonzalez, Administrative Assistant to
the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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.

Western Placer Unified School District

Special Meeting of the Board of Trustees

November 15, 2021

WPUSD District Office/City Hall Building – 4th Floor Zebra Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

2021-2022 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Board Members Present:

Kris Wyatt, President
Damian Armitage, Vice President
Criste Freymond, Clerk
Jason Price, Member
April Nitsos, Member

Others Present:

Kerry Callahan, Superintendent
Scott Pickett, Assistant Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Cliff De Graw, Assistant Superintendent of Personnel Services
Maria Gonzalez, Administrative Assistant to the Superintendent

5:00 P.M. START

1. **CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE** – WPUSD District Office/City Hall Bldg – 4th Floor Zebra Room

2. **♦ACTION ♦DISCUSSION ♦INFORMATION**

2.1 Information / **Page 5 – GOVERNANCE TRAINING** – Callahan (21-22)

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

Michelle Cannon with Lozano Smith Attorney at Law Office provided the Governance Training to the School Board and the Management team.

3. **COMMUNICATION FROM THE PUBLIC**

There was no communication from the public

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

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

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

- 4.2 **PERSONNEL**

a. Public Employee Performance Evaluation: Superintendent

Minutes

5. ADJOURN TO OPEN SESSION – – WPUSD District Office/City Hall Bldg. – 4th Floor Zebra Room

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

5.1 Page 9 - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION -

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

No action taken

5.2 Page 10 - PERSONNEL

a. Public Employee Performance Evaluation: Superintendent

No action taken

6. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **November 16, 2021 7:00 P.M.**, Regular Meeting of the Board of Trustees – Lincoln High School Performing Arts Theater, 790 J Street

7. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:20p.m.

Kris Wyatt, President

Criste Freymond, Clerk

Kerry Callahan, Superintendent

Maria Gonzalez, Administrative Assistant to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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.

Western Placer Unified School District

Regular Meeting of the Board of Trustees

November 16, 2021

Lincoln High School – Performing Arts Theater

790 J Street, Lincoln, CA 95648

MINUTES

2021-2022 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Board Members Present:

Kris Wyatt, President
Damian Armitage, Vice President
Criste Freymond, Clerk
Jason Price, Member
April Nitsos, Member

Others Present:

Kerry Callahan, Superintendent
Scott Pickett, Assistant Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Cliff De Graw, Assistant Superintendent of Personnel Services
Maria Gonzalez, Administrative Assistant to the Superintendent
Ariana Dolan, Student Advisory LHS

6:00 P.M. START

1. **CALL TO ORDE/ROLL CALL** – Lincoln High School – Performing Arts Theater
2. **COMMUNICATION FROM THE PUBLIC**
There was no communication from the public

6:05 P.M.

3. **CLOSED SESSION** – Lincoln High School – Room 72
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Kerry Callahan, Superintendent
~Scott Pickett, Assistant Superintendent of Educational Services
~Cliff De Graw, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
 - 3.2 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
 - 3.3 **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
Student Discipline – Stipulated Expulsion Student #21-22-A

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7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – Lincoln High School, Performing Arts Theater.

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

4.1 Page 9 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Kerry Callahan, Superintendent

~Scott Pickett, Assistant Superintendent of Educational Services

~Cliff De Graw, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

No action taken

4.2 Page 10 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

No action taken

4.3 Page 11 - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

Student Discipline – Stipulated Expulsion Student #21-22-A

No action taken

5. Page 13-29 - CONSENT AGENDA

5.1 Certificated Personnel Report

5.2 Classified Personnel Report

5.3 Ratification of Contract between Props Tree & Landscape, Inc. and Western Placer Unified School District

5.4 Ratification of Contract with Coach USA – All West and Western Placer Unified School District

5.5 Approve Location Agreement between WhitSnacks Healthy Vending and Western Placer Unified School District/Twelve Bridges High School

5.6 Temporary Increase in Certificated Substitute Compensation Rates

5.7 Student Discipline – Stipulated Expulsion Student #21-22-A

April Nitsos requested the removal of item number 5.7. Mrs. Wyatt stated it would be moved to section 7 as an Action item. Motion by Mr. Armitage, seconded by Mr. Price and passed by a 5-0 (*Ayes: Price, Nitsos, Armitage, Freymond, Wyatt* *No: None*) roll call vote to approve consent agenda as amended with the removal of item 5.7 Student Discipline – Stipulated Expulsion Student #21-22-A.

6. REPORTS & COMMUNICATION

➤ Lincoln High School Student Advisory – Ariana Dolan shared the following:

- The Zebra Store reopened this week

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- The Drama programs from Lincoln High School and Twelve Bridges had their production this past weekend. They had a really good turn out and it was an amazing time.
 - Very proud of the girls Volleyball team. They made it all the way to the State level playoffs.
 - Varsity Football team has had an amazing season. They have their second round playoff game this Friday.
 - Last Wednesday they had the National Letter of Intent signing day.
 - Students have heard that they may lose their off campus lunch privileges next year. They would like to keep this as it is a motivation for students
- Twelve Bridges High School Student Advisory–Kylie Linthicum was not present
- Western Placer Teacher’s Association – Tim Allen stated that he wanted to let the Board know that they will see the second “Sunshining” this evening and the articles they will be talking about this year. We are lucking to be joined this evening by lead negotiator Tara Jeane who teaches at Lincoln High School, in the English Department and she will speak later. After the meeting, they will have done their due diligence to Sunshine the articles that they are interested in negotiating. The entire contract is technically open this year, but they are going to really focus on a handful of a few articles of the contract as they look to sign a new three-year deal. He was honored to attend last the Facilities meeting last Tuesday. Jason and Damian were there as well. He wanted to express his gratitude for the District engaging so many different stakeholders and the process as we move forward. Some districts have to talk about what and where to cut because of declining enrollment. We are not experiencing that right now because there is a lot of building in the area. Very thankful for all the work that Mike Adell and Hannah Ritchie do in the Facilities department. It is amazing that we have kept the same head of facilities building a new elementary school, new high school, remodeling Lincoln High School and remodeling Glen Edwards. Everybody who works in the Facilities department has done an amazing job in moving our district forward.
- Western Placer Classified Employee Association – Jim Houck had no report
- Superintendent – Kerry Callahan stated the following:
- Congratulations to LHS Volleyball team for an outstanding season.
 - Good luck to Lincoln High School against Manteca on Friday night. Huge kudos on their recent win last Friday night.
 - Huge shout out to Ariana and other members of the play production-joint play between Lincoln High School and Twelve Bridges High School, “You Can’t Take It With You”.
 - Thank you to Mike Adell and Hanna Ritchie for the WPUSD Facilities Needs Committee Meeting held on November 9, 2021 at Leaman Elementary. Damian Armitage and Jason Price and Cathy Dominico attended. Thank you to Audrey Kilpatrick who was also present. We had over 30 people in attendance. Based on housing development we will have growth in our number of students.
 - Huge thank you to Jen Hladun and the Staff at Lincoln High School for hosting our Board meetings.
 - Thank you to the Board and to our Associations and to our community in this eve of Thanksgiving.

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- District Office will be open next week Monday and Tuesday. The school sites are completely close next week.
- Happy Thanksgiving to everyone

Item 5.7 Student Discipline – Stipulated Expulsion Student #21-22-A moved from Consent Agenda item to an Action Item. April Nitsos requested to abstain.

Motion by Mr. Armitage, seconded by Mrs. Freymond and passed by a 4-0 (*Ayes: Armitage, Freymond, Price, Wyatt No: None Abstain: Nitsos*) roll call vote to approve Stipulated Expulsion Student #21-22-A

7. ♦ACTION ♦DISCUSSION ♦INFORMATION

Tara Jeane – stated she teaches English at Lincoln High School for the last 17 years. It's been an amazing journey. She also has the honor of servicing as the bargaining chair for the Western Placer Teacher Association. She introduced one of their team members, Julia Kent. She is a counselor at Lincoln High School and she wanted to point out that she believes she is the first counselor to serve on the bargaining team. Other members are Jennifer Robbins who teaches 5th grade at Carlin C Coppin, Courtney Amalong Sisney who teaches Science at Twelve Bridges Middle School and Erik Yergensen who is currently on both High School Campuses as a Special Education Teacher. We are very excited to have the special education voice because there are many special education needs we have to address. She wanted to thank you for serving our community because ultimately democracy, which is an amazing process and it only works when people are willing to step up. She is excited for the three new board members who have decided to step up and serve our students. She can only imagine that their eyes have grown bigger and bigger as they learn more about school budget from our amazing Audrey, about our Ed Services Department from Scott, and personnel stuff from Human Resources with Cliff. She would like to speak to the Sunshine letter, it is a testament that she can say the word joint, because the Teachers Association and the District came together to say these are the issues we collectively want to talk about. They have common interest in some of the issues and are close to solving the issues. Other issues they will need to work on and address a bit more. She appreciates the district. For years, they worked hard to build a great relationship with the Educators Association and the School District because they recognize that ultimately, they are family and family cares about each other. We are going to make sure we have the tough conversation to get into the contract the language we need for our educators and for our students. She looks forward to the conversations and work that they get to do.

7.1 Discussion/ **Page 31 – MUTUAL SUNSHINE FOR NEGOTIATIONS**
 Action **REGARDING THE COLLECTIVE BARGAINING AGREEMENT**
BETWEEN THE WESTERN PLACER UNIFIED SCHOOL
DISTRICT (WPUSD) AND THE WESTERN PLACER TEACHERS'
ASSOCIATION (WPTA) – De Graw (21-22 G & O Component I, II, III, IV, V)

Cliff De Graw - Pursuant to Government Code section 3547, all proposals of the recognized employee groups and the District must be presented at a

public meeting of the District. This is commonly referred to as “Sunshining” the proposals. The Western Placer Teachers’ Association and the Western Placer Unified School District are both proposing negotiations for a new Collective Bargaining Agreement (CBA) as the current CBA expires at the end of the 2021-2022 school year. Mr. De Graw presented Sunshine proposal for approval. Motion by Mrs. Nitsos and seconded by Mr. Price and passed by a 5-0 (*Ayes: Armitage, Freymond, Nitsos, Price, Wyatt No: None*) vote to Approve the Mutual Sunshine for Negotiations regarding the Collective Bargaining Agreement between the Western Placer Unified School District (WPUSD) and the Western placer Teachers’ Association (WPTA).

7.2 Discussion/ **Page 33 – CONSIDER APPROVAL OF TENTATIVE**
Action **AGREEMENT (TA) BETWEEN WESTERN PLACER UNIFIED**
(WPUSD) AND THE CALIFORNIA SCHOOL EMPLOYEE
ASSOCIATION (CSEA): CHAPTER #741– De Graw (21-22 G & O
Component I, II, III, IV, V)

Cliff De Graw stated this Tentative Agreement is related to COVID incentive pay for classified staff who work hours beyond their assigned work hours, due to the impact of COVID. Extra hours COVID-related work includes tasks that due to COVID have impacted the employee’s ability to complete their essential job duties. Due to the COVID-19 pandemic, the ongoing staff shortage, and an extreme lack of substitutes to meet the daily district needs, there is an increased need for unit members to substitute for absent employees. This COVID incentive pay for extra hours and substitute COVID related work will be applied retroactively to September 1, 2021. Motion by Mr. Price and seconded by Mrs. Freymond and passed by a 5-0 (*Ayes: Armitage, Freymond, Nitsos, Price, Wyatt No: None*) vote to Approve the Tentative Agreement (TA) between Western Placer Unified (WPUSD) and the California School Employee Association (CSEA): Chapter #741.

7.3 Action **Page 49 – ADOPTION OF REVISED/NEW/EXHIBITS/POLICIES/**
REGULATIONS – Callahan (21-22 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 0420.42 – Charter School Renewal
- BP 3110 – Transfer of Funds
- BP/AR 3230 – Federal Grant Funds
- AR 3311.2 – Lease-Leaseback Contracts (New Policy)
- AR 3311.3 – Design–Build Contracts (New Policy)
- AR 3320 – Claims and Actions Against the District
- BP 3452 – Student Activity Funds
- BP/AR 3515.3 – District Police/Security Department
- BP 7210 – Facilities Financing

Motion by Mr. Armitage and seconded by Mrs. Freymond and passed by a 5-0 (*Ayes: Armitage, Freymond, Nitsos, Price, Wyatt No: None*) vote to approve the adoption of revised/new exhibits/policies/regulations.

8. COMMUNICATION FROM THE PUBLIC

Kerry Callahan – shared the following statement: As many of you know, the Board took action on October 19th approving a letter and resolution opposing the Governor’s vaccine mandate. The letter and resolution we mailed to the Governor and our local officials soon thereafter and are posted on our District website for public viewing. Since the resolution, the Board and I have been talking with other local leaders regarding additional advocacy measures, including possibilities of litigation. We have also solicited legal opinions and advice from our attorneys, who we have secured to speak during an information/discussion item at our next Board meeting on December 7th. In the meantime, we want to share some key information we have gathered from our attorneys in regards to litigation:

- First, there is nothing to litigate against because presently there is no vaccine mandate. All we have is a verbal announcement from the Governor that he intends to mandate vaccines following full FDA approval of the vaccine for school age children and their grade spans. Essentially, you cannot litigate something that doesn’t yet exist.
- Secondly, if the Governor does follow through with his verbal announcement and puts in writing a vaccine mandate through an executive order, then personal belief, religious and medical exemptions will all be allowed. The Governor, himself, stated these allowable exemptions during his press conference when he announced his intent to mandate vaccines through an executive order. Current California law requires these exemptions to a vaccine mandate created by the Governor or CDPH. This again provides no reason to litigate as those with strongly held personal beliefs, religious beliefs or medical reasons will be eligible for an exemption.
- Lastly, and the one that is most unknown, is whether the legislature will take action to mandate the COVID-19 vaccine through legislation. This could be done by adding it to the list of vaccines currently mandated or through entirely new legislation. If the legislature does take action, there is a possibility that they will remove personal and religious beliefs as allowable reasons for an exemption just as they have done previously for other required student vaccines. It would be at this time that there would be the potential for litigation. However, there is precedent setting case law already in place regarding vaccine mandates in schools that would make it very difficult to prevail in any litigation against legislation.

The most impactful thing that can be done now is to reach out to legislators across the state to implore them to either not take legislative action at all or, at the very least, to ensure that personal and religious belief exemptions remain intact with any statute of legislation. They need to hear stories from families that will help them to make informed decisions.

Moving forward, we will continue to advocate with our legislators and collaborate with other districts and our attorneys to support choice for our families.

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Switching gears a little bit, but still on the topic of mandates, we thought it would be good to share a legal summary of the recent case heard in San Diego regarding the mask mandate, which we discussed with our attorney last night.

- First, the San Diego Superior Court decision dismissed Let Them Breathe's case in its entirety without the ability to amend. Thus, the judge found they had no case and the current CDPH guidance which was challenged is within the law.
- Secondly, the decision found that the mask requirement in K-12 settings IS MANDATED but the quarantining and testing protocols are guidance. We already knew this, which is why our protocols for quarantining and testing do not exactly follow those recommended in the CDPH guidance.
- Thirdly, the judge determined that the guidance does not *require* that districts exclude students from school or force them into independent study if the students do not follow the guidance. Districts have the discretion to decide how to enforce the mandate and guidance. That said, we have been advised by our attorneys and our insurance company that allowing an unmasked student to be indoors at school is a violation of the mask mandate and significantly increases our liabilities. Therefore, while we do not formally discipline students for being unmasked, we cannot not permit them to remain in class.
- Lastly, the judge stated (among other things) that "while there is a fundamental right to an education, courts routinely have permitted the exclusion of students who refuse to comply with public health and safety measures designed to prevent the spread of communicable diseases, measures far more invasive than a mask mandate."

Kris Wyatt stated that she does meet via zoom with the other School Board Presidents in Placer County. They had the Deputy General Consultant for the California School Board Association meet with them at their last meeting. She wanted to share the following, there is a Senator by the name of Richard Pan and he is called the vaccine guru. He is one that is planning on working towards the vaccine to be mandated like any other vaccine that is already mandated with no exemptions. She encouraged those in attendance to reach out to these Senators, whether you call them, write to them or email them, tell them their stories as to why they believe we should not have this mandate. Mrs. Wyatt stated, we are working with you, not against you, as far as what Kerry said. We have a lot of roads to go through, a lot of different paths. Placer County Boards are working towards this. We are working together.

Allegra Stratton – stated she is Lincoln resident for the last 8 years and has 4 children under the Western Placer Unified School District jurisdiction. Of the 74.1 million registered children under the age of 18 in the U.S. throughout 2020-2021, there have been 61,523 all cause fatalities. 595 of them with COVID of which an average of 94% had four additional conditions or causes of death. This equates to 36 fatalities by COVID in this demographic of under age 18. Of that 74.1 million demographic, that is less than 1 child per state. The governor of California is forcing an injection on 8 million children to save less than one child. Yet California's COVID rate is exceedingly greater than Texas and more than double in California where they have no mask mandates. They opposed vaccination mandates and their vaccination rates are lower. Only a few months in the vaccine campaign, there were more deaths than in any year per all vaccines combined in each of the ten years previously. She brought with her a twenty six-page document that was provided by her friend Marjorie that is from the vaers website, it has 157 severely close

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to near death effects of adverse effects of the Covid-19 vaccine. She would like to leave the document for the Board. It is really scary. Freedoms loss are rarely returned. There is no middle ground. You are either for medical freedom or you are not. You are either for community or you are not. Our governor and legislature need to hear your voice, not just theirs. The collected voice. Calaveras Unified School District raised their voice and voted unanimously that they will not support or comply with this mandate in a 5-0 vote. Members of the Board, your silence is an endorsement of the corrupt government and their overreach of power. Your silence means that you believe that parents have no place in their children's education and health. Again thank you for the letter. If the Board members do not stand with us and raise their voices together, it is time to be replaced. Until then we will continue showing up, we will not be silenced and we will not comply

Marjorie Proffitt- submitted and read the following Now in all seriousness, this vaccine does not "help" your health. Basically, it bails you out of poor health. Once the vaccine wears off, your health goes back to being just as poor as it was before or worse, if you allow it. Both vaccinated & unvaccinated can get sick with Covid, both can pass on Covid, both can end up in the hospital because of Covid, both can be on ventilators because of Covid and both can die because of Covid. But you know who can't die because of the vaccine? Those who don't get vaccinated. Per FDA's base scenario, vaccinating 1 million boys ages 5-11 will prevent 67 ICU stays for covid but will cause 57 excess ICU stays for pericarditis. One in 10,000 children under the age of 17 will suffer from an adverse reaction from the vaccine. During the Delta Peak children 17 or younger's average hospitalization rate was 2 for every 100,000. Given the difficulty in collecting accurate information, the range of pediatric (17 and younger) hospitalization rates is wide. According to the American Academy of Pediatrics "Children were 1.3% of total reported hospitalizations, and between only 0.1%-1.9% of all child COVID-19 cases resulted in hospitalization". Overall, the AAP calculates that 0.8% of children with COVID-19 are hospitalized. Of those rare hospitalizations 38% are obese and 57% have at least 1 underlying serious health condition. 4% of teens 12-17 develop myocarditis after the vaccine. I pray that these younger children 5-11 don't become just a "rare" statistic like our teens. Since our last board meeting Calaveras Unified School District's (CUSD) board and Oroville school board voted not to enforce, uphold or comply with the state-issued COVID-19 vaccine mandate for students and staff. I like many others here have an expectation that you all do the same as well. It is a parent's right, responsibility and choice to make their child's health decisions, not the school, not the state and most certainly not the government. A parent knows their child's health history, not the teachers, not the public health officials nor the politicians. Neither Pfizer nor our government has any liability for adverse reactions from this shot or the unforeseen long-term effects. Pfizer conducted and implemented all of its own research trials for this vaccine. Pfizer has paid out over \$3 billion in medical fraud settlements. I'll be damned if I'll trust them with my child's health. She stated she appreciates the board working hard for them, but she has expectations. There is always a loophole in everything concerned with the government and we can find a way.

Jamie Nelson - stated she wanted to talk about her son. Her son has a bright future, his name is Riley Nelson. He is amazing everyone who meets him wants to take him home. He is very driven. He has worked for the district when he was fourteen. He worked for Bishops. He is working now, so he couldn't be here tonight. He wanted to be an engineer so he came over to Lincoln High but he didn't get into it. But he is so driven and he said,

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“its fine, I will make it work”. They got him a 3-D printer that he paid for with the money he got from working at Western Placer. He builds anything. He is part of the Art Club, he is the president here at Lincoln High. He also is part of the Board for the CTE ceramics. This kid is nothing but driven. He finally got into welding this year. This has been so hard watching because he is so driven and he deserves so much. He finally gets into welding and everything is amazing and he is so happy. She does not want to have to tell him that next year he can’t continue. He’s in his junior year and he works so hard, he’s been in cub scouts. He just is so driven. He deserves so much more and she doesn’t want to have to take that away from him. She does not want to give him something that can possibly hurt him to the point that he can’t perform these duties. These things he wants to do, have the career he wants to. If he is damaged by some injection that she is opposed to anyway and as mom she would die inside knowing she did that to him. She want the board to take away from this, there’s so many more kids in this district, they all deserve them to stand up, come to meetings on Tuesdays, do what they can, support the board and help them help the board.

Catherine Monahan – stated she lives in Lincoln and has a student who attends Foskett Ranch and he is six. As a parent, she does not have to worry about her son is doing in math, or how he is doing in reading, how he is doing with writing. She has to worry about vaccines, speech therapies because of these dang fricken masks. She can’t take it anymore. We have this CDC letter that says there is no transmission in schools. She emailed it to everybody and she appreciates the responses she got, but we cannot go another five or six, seven months, until the end of the school year with our kids wearing damn masks. They fall off and they get another one, they are told to wear this one instead, you wash them, they get wrinkled. They don’t need them. She doesn’t care what the attorney says, he’s not the parent of this school. He’s paid to give legal advice and you guys are paid to vote, well not paid but you are here to vote for our kids protection. There are so many types virus’s from breathing in the same crap every day after they eat, the have to put those damn mask on. But they are fine outside, what’s the big difference, they go afterschool. They go to a friend’s houses. She had a Halloween party with 12 kids from his classroom. They were all inside because it was raining. Nobody came in with COVID in his class. The transmission is not there. Vote for no mask! We can’t do this another year. We are going to Idaho this week to look at moving. Why do I have to move? Why? Vote no on mask! She doesn’t care what the legal counsel says, vote no on these masks.

Gus Murphy – stated if he could, if he was able to speak to the group behind him, he would ask to see a show of hands of people who think the vaccine mandates in school is a good idea for these children. He stated he is not even going to look. He has that amount of confidence that Geoff Hancock is not here. Over the past six weeks he tried the honey not the vinegar. He thought that was his best path to success, kind of like a salesman, but now, like that weasel Anthony Fauci, he is going to change his mind, he is going to go a different route. He is guessing that no one would let him take their kids to medical appointments, prescribe medicines and tell them what is good for them. The ironic part about that is that they probably trust him more than Gavin Newsome. What the heck are we doing here; we have heard some of the most basic statistics. Maybe one child dead or zero dead in Placer County, it’s so small. State of emergency, what? One size fits all medical treatment for almost 40 million Californians. On the surface that is just so dumb. Its outlandish, this vaccine is so ineffective they literally had to change the definition of

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the vaccine to fit it in. They changed the definition, it's not a vaccine. He would assume that based on what he has heard, and because we are all at a school board meeting, everybody here is here for the kids. He backs this up with the very emotional people before him and what they said, there is not a shred of evidence that this vaccine mandate is better for the children. If we are all here for the kids, he is trying to write it for them and make it obvious that this is not the right thing to do. Why isn't natural immunity considered? We all know why it isn't, and "I'm just following orders, I'm just doing my job, I'm just waiting for the legal team". He doesn't want to hear it any more. So he is going to give them an opportunity to be a true hero. If you can't, if you are not going to stand up finally like these other districts did, like Calaveras County, and say no we are not going to comply. If you are not going to do that, he is simply going to ask that you just resign. Move away so somebody can get in here that will do that. He really believes that they are here for the kids and we can all agree that based on your letter that you know what's best for the kids. He is making it easy, say "we won't comply" or get out of the way. Don't do it for your lawyers, don't do it for the staff, don't do it for the insurance companies or whoever you are going to say you are doing it for, do it for the kids.

Angela Smith – stated she lives in Lincoln and has two sons who attend Lincoln High School. You have heard all the statistics from Marjorie at every meeting or at least every meeting she has been to. Tonight she wants to talk a little about how those stats are affecting real people. Senator Johnson from Wisconsin held a press conference in Washington DC recently that lasted just over three hours. He had approximately 20 people speak. Half of them were doctors and scientist. Half of them were people who were injured by the vaccine. The Senator invited Dr. Fauci, the CDC Director, NIH Director, FDA Directors, CEO Pfizer, CEO Moderna and state representatives for all those who were injured that were speaking. None of them attended or sent a representative. Two of the injured who spoke included the mother of Maddie De Gary, and professional mountain biker Kyle Warner. Maddie was a healthy 12 year old who participated in the Pfizer vaccine trials. She is now confined to a wheelchair and has to be feed through a feeding tube. Her family has received no help financial or otherwise for her injuries even though they have reached out to those leading the trials and NIH. They had to report Maddie's injuries to VAERS themselves because the hospital would not do it. Kyle is a 29 professional three-time national champion mountain bike racer. He decided to get vaccinated this spring so he could travel internationally for his racing and because he wanted to help his country fight the war against COVID. He was told the vaccine was safe and he believed what he was told. He has developed pericarditis an inflammation of the lining of his heart, arthritis and other conditions after receiving the vaccine. He has been unable to work or even exercise for months, and he believes his career may be over forever. This is someone my brother mountain bike races as an amateur knows and it is personal to our family. In response to the ones who formally were invited and did not show up to the press conference Kyle said, "I don't know how you are ever going to listen if you cover your ears, I don't know how you will ever see anything if you close their eyes, and I don't know how you will ever learn anything if you are not present". Both he and Maddie and many others feel like they don't exist because of the way they have been treated. They have serious medical problems because of the vaccine and on top of that they are being treated as if they are liars and they don't exist, they don't matter. In another video on Instagram, Kyle commented that if his injuries had been due to COVID his story would have been told, he would have been supported, however because they are due to a vaccine

injury he is told he is spreading misinformation and some doctors and therapist won't even see him. So she has to ask "Why, why are these people who stepped up and did what they thought was right and took the vaccine which they were told was safe, why are they now being treated as if they don't exist?" Even OSHA is suppressing this information. If you don't believe her, go to OSHA's site and look under the FAQ's under vaccine, she paraphrased: "OSHA the Department of Labor are working diligently to encourage vaccinations and they don't want any appearance of discouraging workers from getting the vaccine", therefore they are not enforcing requirement of workers to be, of records of the worst side effect for the vaccine.

Sarah Turnage – stated she has two boys who currently attend John Adams. She is not a anti vaxer, she and her husband both chose to get vaccinated at a time when it really made sense. They were given the promise of, no masks, and they could start travelling. For her and her family it made sense. She never thought those six months later that she would be having a discussion about her children. Her biggest concern would be one, she never feared COVID, she also never feared getting vaccinated. What she does fear is giving her right as a parent up to the governor to the schools. This is something that our children should not have to be facing. They just recently took a trip out to Tennessee, which she thinks a lot of people are doing because they are looking for options. One thing she can say is that our children are really behind here in California and they reason they are behind is because we are having to do all kinds of quarantine, and any time your kids have the sniffles, or they have to go home. We are doing such unjust to our kids for something that, they are okay, they are going to be okay. Her son about a month and a half ago ended up getting COVID and fortunately, he as the statistics said, he is fine. He had a fever for about 12 hours, gave him some Tylenol and he was quarantined. Her fear is that if we are going to treat this as one size fits all, understand that parents need to have choices and one of which is why are we not talking about natural inoculation. Both of her children have been exposed to it twice in the home. They have taken the precautions that they felt, as a family was right to do because she works in the public with elderly people. She wanted to hug her grandparents. That was important to her but that was a choice her and her husband made together as a family. We are talking about vaccinations, if you do any research on any other vaccine such as Rubella or MMR, those are all diseases that affected children. They would have pregnant mothers who would have babies and those babies were born with heart diseases. She and her husband buried a child and she knows the pain of that. If we were having a discussion that this was something that affected children, every parent in here would be signing up to give their children the vaccine but that is not what COVID is. This will have to be a continuing thing, where parents have to stand up here, they all know the statistics, and they all have their agendas. At the end of the day, this is something the children do not need because there is no evidence that shows that children are super spreaders. Please, if nothing else, give them other choices because the vaccine is not one size fits all.

Linda Laubinger – stated she lives in Lincoln. She does not have any children, she is a concerned citizen. She has great nieces that will be attending public schools in Placer County. She wanted to thank the board for the letter they sent to the Governor. It was a great letter that was sent to Governor Newsome. She didn't hear if they got a response from Governor Newsome. She stated she applauds Gus, she doesn't know him but she

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whole heartedly supports everything that he is saying. You are the board, you are here for everybody. If you're not going to take a stand, then resign. Just the fact that you are all wearing mask, should be a clue that you're not willing to take a stand. She stated "what if you all took a stand and walked off and didn't serve the board? What if the parents rather than moving out of state just gathered together and just started taking their children out of school?" She stated a lot of people are doing this and they are starting homeschooling and working with their communities and retired neighbors. She stated those actions would probably hit bottom line and get some attention. She implores the board to take a stand and walk off. Don't serve. Just the fact that they are sitting there with mask tells her that they are compliant and you are following what Newsome is saying. She stated what Newsome is doing is tyrannical governor and he will face if he hasn't already a certain, he will be judged. Thank you for your time.

Susan Martineau – stated she would like to make a formal request that the board recite their oath along with the pledge at every meeting. She stated that we are all still talking about the virus, like we are all going to die from it, and in reality we all know this is not about the virus. It is about control. Can we all not agree, it is about control, it is not about the kids dying or any of us dying? She also stated "I can't stress enough that all of the board, as much as you seem to appease us with your actions as far as just getting by, you are still up there in your mask, and all of us are not. If you cannot do your job there, please resign. Do something else with yourself, find another job. As far as this (flyer) that was sent out to all of you, I disagree with your attorney, I think you need to fire her and get another one because if anything else I think it releases you of the liability from any kind of COVID action. It's up to you now. These kids do not have to wear mask at school". She further stated that if they were to send someone home without wearing a mask, they might have a lawsuit, so they should go back to their attorney because she totally disagrees. She also stated that it is not about getting sick, her fear is not the COVID, her fear is these kids are being taught, they are not at risk of being sick, they are at risk of being obedient. Everywhere they go, they can go shopping, they can go to church, they can go to a restaurant, without wearing a mask, but they have to wear a mask at school. She does not want to lose, she wants to make sure everyone knows about implied consent, because implied consent according to WHO, page 3. She stated "implied consent in the schools, cause we already know how you are all going to vote, you all appear to be with us, but you're not because you are still all wearing your mask. Implied consent with WHO, it says, by which parents are informed of imminent vaccination through social mobilization communications, physical presence of the child or adolescence with or without an accompanying parent at the vaccination session is considered to imply consent. So basically, if your kids shows up at school that day and they are doing a vaccine clinic they are going to give them the shot. They can legally do that. They have your implied permission to do that". The reason she is bringing this up is because as of today, the city of Stockton, has already listed elementary school vaccination clinics on site at elementary schools in Stockton Unified School District and that is where her fear is where you people (the board) are directing them too.

Chris Baldwin – stated he lives in Sheridan and has a 16-year-old daughter who goes to Lincoln High School. Mr. Baldwin stated he had a few things to talk about tonight and Gus got him fired up tonight about a few things he said a few weeks ago. If you don't stand up, they can just dictate from high up, you don't need school boards. He stated we

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are getting a lot emotional stories and the wheels of tyranny move quickly and the wheels of justice seem to move slowly. Hearing these stories he is getting down, he usually hears strategies, but tonight he is just down. He was putting his problem up on the throne, and he had to remember, his problem doesn't belong up on the throne. God belongs on the throne. He stated he had to remind himself, like he wants to remind everybody here, we are looking at it in a, it doesn't look possible. How can we fight Newsome, how can we fight the legislature, how can we fight the Biden Administration. How can we fight all this, it's impossible. He needs to remind everybody to look up and say "God I know that I don't see a way, but I know that you have a way". When you hear all of these tremendous stories, and part of his point tonight was to remind himself that if God is not changing the situation, then he is using the situation to change you. He came to encourage everybody tonight and part of that encouragement is to see people who are building schools and finding out new ways to fight the legislature and the governor and things of that nature. He stated "we have a board that agrees with us and is hopefully standing up". He asked how many parents here were doing this, you know coming to school board meetings six months ago and he stated that he was going to guess there are no hands up. This is changing all of them and getting them involved so that is a good thing. The last thing he wanted to say was, there have been a couple of federal appeals courts that have struck down these temporary injunctions against the vaccine mandate for companies over 100 employees so there's hope guys. Keep fighting.

Evan Tarwater – stated she lives in Lincoln and goes to Glen Edwards and she thinks that they shouldn't have to get the vaccine in order to go to school. She thinks that they should have a right to go to school without getting the vaccine.

Mrs. Wyatt thanked everyone for their comments and suggestions. She advised that the board had plenty to discuss. As they have stated before, the board does not meet on a weekly basis. They see each other at board meetings.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

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

9.2 BOARD MEMBER REPORTS/COMMENTS

Jason Price stated that attending the facilities group meeting opened his eyes to the complexities of the district. Listening to some of our staff share ideas about campus improvements is fun to see what a talented group of people we have. It was an honor. He wanted to make a couple comments based on what has been shared tonight. He wanted to talk about mask. We don't like wearing mask. The reason he wears a mask is because we ask our students to wear them and our staff

to wear them. He would never be a part of a team that requires people to do something that he would not be willing to do himself. It less about a sign of defiance when our staff are not privileged to make that same defiance. Whether we like it or not, we are under a State of Emergency and a mandate carries the weight of the law. That is the truth. He stated that they are trying to advocate on their (audience) behalf. With respect to defying a state law, we have staff employed in the district who are certificated staff and if we were to we were defy a state law, and then require them to do the same, they could and likely would lose their credential. That is only one of many things the leans against us. He looks forward to looking to see how creative Oroville and Calaveras have been to defy this thing. He stated that they have spent a lot of time on this. They are just obligated to follow the law. They are not allowed to write the law nor are they allowed to defy it without some very significant consequences.

April Nitsos stated she is the newest member of the board and she can honestly say that this board does care. In speaking for herself, if she was not on the board she would be in the audience and she would be holding signs. She is on the board, and it is a very interesting position for her because now she sees this side and she sees that side. She does fee that there is hope. As Kerry said, this is not an executive order yet. You have heard is that the board as a whole supports the freedom to choose. She thinks that it is important at this point and time that we are in to have that support because as Kerry said there is nothing for us to litigate right now. There is no law, there is no official mandate, but we have done and continued to do is talk about ways to support all our freedoms to choose. As a board member, she has to understand both sides. It is a very hard thing to sit here and not applaud you all. She loves seeing the parents advocate for their children.

Damian Armitage stated that he attended the library meeting on November 3, and they were unable to take action because of failure to reach a quorum. He explained to them that Criste would have been there if she was able to. He suggested that, if it is possible with the committee that we appoint an alternate in case we had that situation come up again. He suggested that at our organizational meeting we include adding an alternate. He attended the first Facilities Planning Committee on the 9th. They discussed lots of ideas and looks forward to planning how they can serve our future students. He wanted to commend this board for coming together to oppose the vaccine mandate. He plans to continue sending his own letter to the legislature, legislatures and the governor. He encourages his fellow board members and the public to do the same. He hopes to be able to follow the legislative process very closely and to provide the committee and the author language that preserves our families' right to choose.

Criste Freymond stated that she has stated before she is a parent first and then a board member. Her daughter has been affected school wise with the mask mandates and with the shutdown of schools. She understand what they are going through and what they are saying. She supports their willingness to come here and voice their opinion because she thinks it is extremely important that they do so. She had a great opportunity today. She visited Julie Stearn today who is the principal at Carlin C Coppin. She got to see some of her daughter's teachers when she was in third grade. Would like to talk about having a future agenda items about the school itself and some of the wearing down of the school. She saw a lot of things she was not okay with. Mrs. Callahan stated that this was

discussed at the facilities meeting and it will be on the agenda in February. Mrs. Freymond stated that she feels it is important for the board to visit all of our schools and see our teachers in action

Kris Wyatt stated she went to the football playoffs last Friday, even though it was foggy and you couldn't see anything it was just awesome to hear people yell and scream. The fog lifted as our young man ran 75 yards to a touchdown. We get to play here against Manteca this Friday. She is praying that we beat Manteca on Friday night because it is a team her late husband used to play against when he coached for Del Oro. She attended the play "You can't take it with you" between the students of Twelve Bridges and Lincoln High, and she applauds them, great job. She attended the volleyball playoff bid, she used to be a coach but to watch what volleyball players do today is amazing. We have a 6 foot girl and to watch her spike the ball, it is amazing. It is hard for her to hear for you to ask the board to resign. She have spent 50 years in this district. As a teacher, as a counselor and as a board member. She takes great pride in what they have accomplished over the years and many of the audience do not even know what they have accomplished because no one was here six months ago. We have this one thing that is going on and she agrees with everyone, it is tragic, it is devastating, and it is unfair. She is not going to resign. She is not young anymore and she can't take that the public thinks that the board is against them and that they do things because they have to do things. The good that they have done, this is one thing, yes it affects every single one of them, it affects us. She has a grandson in high school, her daughters both are teachers, one here the other does a home school. They have been educators in her family. If she goes and resign, she can never face her family again. She could not face herself that she gave up on all of the public because they asked her to resign and not follow through with this. Please know, it's all emotional, we are all in this together and like she said, she is a big supporter of it takes a village. It is going to take this village to come together and Lincoln has never failed us yet.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

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

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

11. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:30p.m.

Kris Wyatt, President

Criste Freymond, Clerk

Kerry Callahan, Superintendent

Maria Gonzalez, Administrative Assistant to
the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Warrants

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Warrants may be found at
www.wpusd.org

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the November 2, 2021 board meeting.

RECOMMENDATION:

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

Checks Dated 11/24/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85818037	11/24/2021	Dickson, Megan L	01-4300		59.90
85818038	11/24/2021	Hladun, Jennifer C	01-4300	36.60	
			01-5800	191.88	228.48
85818039	11/24/2021	Lacey Alarcon, Misty M	01-5800		108.00
85818040	11/24/2021	Law, Gregg	01-4300		23.58
85818041	11/24/2021	ALPHA FIRED ARTS	01-4300		611.25
85818042	11/24/2021	B&H PHOTO VIDEO	01-4300		69.85
85818043	11/24/2021	BSN SPORTS, LLC	01-4300		1,640.17
85818044	11/24/2021	BURKETT'S OFFICE	01-4300		415.70
85818045	11/24/2021	CITY OF LINCOLN - ALARM PRGM LINCOLN POLICE DEPARTMENT	01-5800		375.00
85818046	11/24/2021	COAST TO COAST COMPUTER PRODUCTS	01-4300		407.50
85818047	11/24/2021	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		139.00
85818048	11/24/2021	FISHER SCIENTIFIC	01-4300	1,978.12	
			01-4400	136.13	2,114.25
85818049	11/24/2021	FLORA FRESH, INC.	01-4300		764.16
85818050	11/24/2021	KYOCERA	01-5600		186.21
85818051	11/24/2021	LAMIN & BINDING SOLUTIONS INC.	01-4300		324.00
85818052	11/24/2021	MACMILLAN HOLDINGS, LLC dba HOLTZBRINCK PUBLISHERS LLC	01-4100		1,325.61
85818053	11/24/2021	NASCO MODESTO	01-4300		508.49
85818054	11/24/2021	OFFICE DEPOT	01-4300		86.16
85818055	11/24/2021	ORIENTAL TRADING CO OTC BRANDS INC	01-4300		31.47
85818056	11/24/2021	PACIFIC OFFICE AUTOMATION	01-4300		1,159.09
85818057	11/24/2021	SCHOOL NURSE SUPPLY INC.	01-4300	1,230.90	
			01-4400	502.75	1,733.65
85818058	11/24/2021	SIERRA HAY & FEED	01-4300		283.27
85818059	11/24/2021	THE MUSIC YARD	01-4300	1,519.00	
			01-4400	6,681.30	
			01-6400	3,593.18	11,793.48
85818060	11/24/2021	VIKING SHRED LLC	01-5600		39.99
85818061	11/24/2021	CDW GOVERNMENT INC	01-4300	1,505.85	
			01-4400	1,470.88	34.97
85818062	11/24/2021	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-4300	7,349.08	
			01-4390	30.00	
			01-5200	4,886.07	
			13-4300	568.37	
			13-4710	52.00	
			21-4400	918.06	13,803.58
85818063	11/24/2021	Eggel, Alla K	01-5200		169.68
85818064	11/24/2021	Gandee-Harris, Holly A	01-5200		50.40
85818065	11/24/2021	Martelle, Jina S	11-5200		14.90
85818066	11/24/2021	Martz, Anthony W	01-5200		5.49

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

ESCAPE

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Checks Dated 11/24/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85818067	11/24/2021	McDonnell, Camille L	01-5200		65.52
85818068	11/24/2021	Metzelaar, Diane M	01-4300		56.11
85818069	11/24/2021	APPLE INC.	01-4390		95.45
85818070	11/24/2021	B&H PHOTO VIDEO	01-4300	13.56	
			01-4400	149.25	162.81
85818071	11/24/2021	C.A.S.H COALITION FOR ADEQUATE SCHOOL HOUSING	25-5200		2,544.00
85818072	11/24/2021	CA ASSOC OF SCHOOL PSYCH	01-5200		500.00
85818073	11/24/2021	CANON FINANCIAL SERVICES	01-5600		485.79
85818074	11/24/2021	CAPITOL PUBLIC FINANCE GROUP	25-5800		8,970.00
85818075	11/24/2021	CARRIE PEREIRA DBA - STARSTRUCK SHOWCASE	01-5800		3,700.00
85818076	11/24/2021	CITRUS HEIGHTS SAW & MOWER	01-5600	735.52	
			01-6400	18,779.07	19,514.59
85818077	11/24/2021	CITY OF LINCOLN	01-5540	5,630.95	
			01-5550	10,451.48	
			01-5570	24,318.27	40,400.70
85818078	11/24/2021	CITY OF LINCOLN/NON UTILITY	01-5800		30,901.57
85818079	11/24/2021	CPI - CRISIS PREVENTION INSTITUTE	01-4300		1,259.66
85818080	11/24/2021	DECKER EQUIPMENT	21-4300		193.37
85818081	11/24/2021	EBSCO INDUSTRIES INC.	01-5800		48.24
85818082	11/24/2021	EFAX CORPORATE c/o J2 CLOUD SERVICES LLC	01-5800		101.94
85818083	11/24/2021	ERIC ELLIS MD INC LINCOLN URGENT CARE	01-5800		3,000.00
85818084	11/24/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100	564.46	
			01-4300	364.67	929.13
85818085	11/24/2021	HMC GROUP	21-6150	82.50	
			21-6210	12,218.75	12,301.25
85818086	11/24/2021	IDVILLE INC	01-4300		266.80
85818087	11/24/2021	LAKESHORE LEARNING MATERIALS	01-4300		32.16
85818088	11/24/2021	LEARNING WITHOUT TEARS	01-4200	1,941.77	
			01-4300	558.94	2,500.71
85818089	11/24/2021	LITERACY RESOURCES LLC	01-4300		226.76
85818090	11/24/2021	LOZANO SMITH LLP	01-5810	10,507.00	
			25-5810	7,290.70	17,797.70
85818091	11/24/2021	MEDICAB	01-5800		7,525.00
85818092	11/24/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		1,552.16
85818093	11/24/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		509.44
85818094	11/24/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		278.65
85818095	11/24/2021	REALLY GOOD STUFF	01-4300		168.59
85818096	11/24/2021	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		1,003.15

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ESCAPE ~~NO NAME~~

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Checks Dated 11/24/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85818097	11/24/2021	REDI-MAT COMPANY, INC.	01-4300		1,122.23
85818098	11/24/2021	SCHOOL FACILITY CONSULTANTS	25-5800		353.75
85818099	11/24/2021	SCHOOL SPECIALTY INC	01-4300		186.96
85818100	11/24/2021	Schools Insurance Group	01-9550		491.64
85818101	11/24/2021	SIERRA BUILDING SYSTEMS INC	01-5600	9.20-	
			01-5800	572.83	563.63
85818102	11/24/2021	SIERRA FOOTHILLS ACADEMY	01-5800		45,496.90
85818103	11/24/2021	SIERRA OFFICE SUPPLIES &	01-4300	8,065.20	
			25-4300	247.97	8,313.17
85818104	11/24/2021	TEACHER SYNERGY, LLC	01-5800		2,300.00
85818105	11/24/2021	WAVE	01-5560		1,630.91
85818106	11/24/2021	WELLNESS TOGETHER	01-5200		339.22
85818107	11/24/2021	WOODWIND & BRASSWIND	01-4300		922.31
85818108	11/24/2021	DANIELSEN COMPANY	13-4710		846.22
85818109	11/24/2021	EAST BAY RESTAURANT SUPPLY	13-4300		356.88
85818110	11/24/2021	FIERY GINGER FARM	13-4710		2,999.00
85818111	11/24/2021	FRANCIS DISTRIBUTING	13-4710		6,731.50
85818112	11/24/2021	GENERAL PRODUCE CO LTD	13-4710		2,683.70
85818113	11/24/2021	GOLD STAR FOODS, INC	13-4710		3,251.85
85818114	11/24/2021	WEST COAST PAPER COMPANY	13-4380		648.46
85818115	11/24/2021	WPUUSD GENERAL FUND	01-4300	44.33	
			01-5800	30.45	74.78
85818116	11/24/2021	WPUUSD PETTY CASH FUND	01-4300	1,250.00	
			01-5800	3.00	1,253.00
85818117	11/24/2021	April Deadrich	13-8634		31.00
85818118	11/24/2021	Aubry Tenney	13-8634		48.25
85818119	11/24/2021	Diana Campbell	13-8634		5.00
85818120	11/24/2021	Jaime Croucher	13-8634		47.25
85818121	11/24/2021	Jennifer Mendosa	13-8634		36.50
85818122	11/24/2021	Melissa Galbraith	13-8634		39.00
85818123	11/24/2021	Rebecca Smithson	13-8634		37.50
85818124	11/24/2021	Silvana Crane	13-8634		57.00
85818125	11/24/2021	Sonseeahray Stevenson	13-8634		34.75
85818126	11/24/2021	Wendy Arevalo	13-8634		21.50
85818127	11/24/2021	Whitney Hoybjerg	13-8634		72.50
Total Number of Checks			91		<u>276,594.89</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	67	225,192.66
11	Adult Education Fund	1	14.90
13	Cafeteria Fund	19	18,568.23
21	Building Fund #1	3	13,412.68
25	Capital Facilities Fund	5	19,406.42


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

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Checks Dated 11/24/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
Total Number of Checks			91	276,594.89	
Less Unpaid Tax Liability				.00	
Net (Check Amount)				<u>276,594.89</u>	

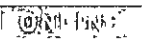
The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 11/17/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85817081	11/17/2021	Hichborn, Amber N	01-5200		124.21
85817082	11/17/2021	Reuer, Melissa A	01-5200		105.84
85817083	11/17/2021	Sisney, Courtney A	01-5200		9.52
85817084	11/17/2021	APPROVED SAFE & LOCK	01-5600		541.82
85817085	11/17/2021	ASSET TECHNOLOGIES LLC	01-5600		457.23
85817086	11/17/2021	AT&T	01-5560		3,289.64
85817087	11/17/2021	BARE BONES WORKWEAR	01-4300		170.46
85817088	11/17/2021	CDW GOVERNMENT INC	01-4300	135.71	
			01-4400	24,123.79	
			01-5800	13,143.00	37,402.50
85817089	11/17/2021	CPI - CRISIS PREVENTION INSTITUTE	01-5200		1,199.00
85817090	11/17/2021	EATON INTERPRETING SVCS INC	01-5800		6,678.00
85817091	11/17/2021	FLINN SCIENTIFIC INC	01-4300		261.26
85817092	11/17/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		62.21
85817093	11/17/2021	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		243.65
85817094	11/17/2021	GOPHER SPORT	01-4100		320.68
85817095	11/17/2021	HAWTHORNE EDUCATIONAL SERVICES	01-4300		80.44
85817096	11/17/2021	JUPITER ED, INC.	01-4300		640.00
85817097	11/17/2021	KADER CAMP INC	01-4300		1,500.00
85817098	11/17/2021	KRISTON L TAGUE - DBA TAGUE BAND INSTRUMENT SERVICES	01-4300		28.42
85817099	11/17/2021	KYOCERA	01-5600		183.06
85817100	11/17/2021	LEARNING FOR LIVING	01-5200		4,600.00
85817101	11/17/2021	LEARNING WITHOUT TEARS	01-4200		802.11
85817102	11/17/2021	LITERACY RESOURCES LLC	01-4300		195.94
85817103	11/17/2021	NANCY ALEXANDER-STORM	01-5800		1,439.66
85817104	11/17/2021	NORMAC	01-4300		177.39
85817105	11/17/2021	ORIENTAL TRADING CO OTC BRANDS INC	01-4300		378.91
85817106	11/17/2021	PACIFIC GAS & ELECTRIC CO	01-5510		1,171.20
85817107	11/17/2021	PACIFIC OFFICE AUTOMATION	01-5600		32.18
85817108	11/17/2021	PLACER LEARNING CENTER	01-5800		43,354.20
85817109	11/17/2021	PROPS TREE & LANDSCAPE INC	01-5600		994.25
85817110	11/17/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		278.65
85817111	11/17/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		149.13
85817112	11/17/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		121.51
85817113	11/17/2021	RIEBES AUTO PARTS	01-4365		3,217.47
85817114	11/17/2021	ROEBBELEN CONTRACTING INC	01-6270		247,722.00
85817115	11/17/2021	RYLAND SCHOOL BUSINESS CONSULTING	01-5800		3,893.75
85817116	11/17/2021	SCHOLASTIC BOOK FAIRS - 12	01-4300		310.75

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Checks Dated 11/17/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85817117	11/17/2021	SCHOLASTIC MAGAZINE	01-4200		667.59
85817118	11/17/2021	SCHOOL SPECIALTY INC	01-4300		242.61
85817119	11/17/2021	SCHOOL STEPS, INC.	01-5800		13,680.00
85817120	11/17/2021	STATE OF CALIFORNIA - DOJ	01-5821		848.00
85817121	11/17/2021	STATE OF CALIFORNIA DEPT OF ED OFFICE OF FOOD DISTRIBUTION	21-6290		13,108.13
85817122	11/17/2021	STINEMAN'S FARM SUPPLY	01-4300		24.84
85817123	11/17/2021	THERAPY SHOPPE INC	01-4300		1,501.16
85817124	11/17/2021	TOBII DYNAVOS LLC	01-4300		2,321.60
85817125	11/17/2021	TYLER TECHNOLOGIES INC	01-5800		1,760.00
85817126	11/17/2021	WAVE	01-5560	130.44	
			01-5903	3,765.00	3,895.44
85817127	11/17/2021	WEST MUSIC	01-4300		58.49
85817128	11/17/2021	YOUTH DEVELOPMENT NETWORK	01-5800		1,250.00
85817129	11/17/2021	Marlayna & Zak McBride	01-5800		3,000.00
85817130	11/17/2021	Brothers, Annie Z	01-4300		62.03
85817131	11/17/2021	Butler, Deborah E	01-4300		24.33
85817132	11/17/2021	Dumler, Shannon M	01-4300		31.45
85817133	11/17/2021	Escobar, Gina C	01-5800		199.00
85817134	11/17/2021	Lazaro, Norma P	01-5200		33.88
85817135	11/17/2021	Luci, David T	01-4300		232.65
85817136	11/17/2021	Saul, Jada L	01-4300		80.44
85817137	11/17/2021	Scarbrough, Angela C	01-4300		54.56
85817138	11/17/2021	Seacrist, Scott L	01-4300		199.30
85817139	11/17/2021	Wetzstein, Kristy A	01-4300		43.95
85817140	11/17/2021	Wyatt Retallack, Amanda J	01-4300		37.96
85817141	11/17/2021	BURKETT'S OFFICE	01-4300		63.81
85817142	11/17/2021	COAST TO COAST COMPUTER PRODUCTS	01-4300		990.95
85817143	11/17/2021	DELTA WIRELESS	01-5800		425.00
85817144	11/17/2021	ELAINE NICOLLE KRIEG	01-5800		691.80
85817145	11/17/2021	LAKESHORE LEARNING MATERIALS	01-4300		31.65
85817146	11/17/2021	LOWE'S	01-4300		2,721.10
85817147	11/17/2021	OFFICE DEPOT	01-4300		56.59
85817148	11/17/2021	PACIFIC OFFICE AUTOMATION	01-4300		1,180.65
85817149	11/17/2021	PITNEY BOWES INC	01-4300	204.29	
			01-5600	155.78	360.07
85817150	11/17/2021	PIZZA GUYS	01-4300		61.28
85817151	11/17/2021	TIME FOR KIDS	01-4200		410.85
85817152	11/17/2021	AIR CONTROL SERVICES, INC.	13-5600		2,546.41
85817153	11/17/2021	BAGEL AND BEAN LLC	13-4710		240.00
85817154	11/17/2021	Cream Co. LLC	13-4710		7,865.79
85817155	11/17/2021	DANIELSEN COMPANY	13-4710		3,704.55
85817156	11/17/2021	EMS LINQ INC	13-5800		21,591.00
85817157	11/17/2021	FIERY GINGER FARM	13-4710		1,962.71
85817158	11/17/2021	GENERAL PRODUCE CO LTD	13-4710		6,462.60

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CONLINE

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Checks Dated 11/17/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85817159	11/17/2021	GOLD STAR FOODS, INC	13-4710		17,636.89
85817160	11/17/2021	SLIC CO-OP LEAD DISTRICT	13-5300		250.00
85817161	11/17/2021	WEST COAST PAPER COMPANY	13-4380		8,360.06
Total Number of Checks			81		483,108.21

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	70	399,380.07
13	Cafeteria Fund	10	70,620.01
21	Building Fund #1	1	13,108.13
Total Number of Checks		81	483,108.21
Less Unpaid Tax Liability			.00
Net (Check Amount)			483,108.21

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ESCAPE

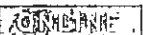
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Checks Dated 11/10/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85816058	11/10/2021	Escobar, Gina C	01-5200		.84
85816059	11/10/2021	Fernandez, Jessica M	01-5200		2.24
85816060	11/10/2021	Fox, Christy L	01-5200		13.44
85816061	11/10/2021	Fury, Lori J	01-5200		36.18
85816062	11/10/2021	Gandee-Harris, Holly A	01-5200		16.80
85816063	11/10/2021	Johnson, Shannon L	01-5200		153.44
85816064	11/10/2021	Karr, Diana S	01-5200		5.15
85816065	11/10/2021	Kilpatrick, Audrey K	01-4300		25.00
85816066	11/10/2021	Martz, Anthony W	01-5200		2.07
85816067	11/10/2021	Otte, Philip W	01-5200		2.24
85816068	11/10/2021	Rodriguez, Marisa L	01-5200		2.24
85816069	11/10/2021	Siler, Jared D	01-5200		297.64
85816070	11/10/2021	Ward, Lisa L	01-5200		2.91
85816071	11/10/2021	Whiting, Luz E	01-5200		17.47
85816072	11/10/2021	ADD SOME CLASS	01-4300		257.80
85816073	11/10/2021	AMS.NET INC c/o Fremont Bank	01-6400		5,772.20
85816074	11/10/2021	BARE BONES WORKWEAR	01-4300		175.00
85816075	11/10/2021	BORDERLAN SECURITY	01-4300		150.00
85816076	11/10/2021	BRIAN GILLETTE	01-4300	480.00	
			01-4400	12,295.14	12,775.14
85816077	11/10/2021	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		1,033.88
85816078	11/10/2021	CAPITOL PUBLIC FINANCE GROUP	25-5800		9,945.00
85816079	11/10/2021	CCHAT CENTER	01-5800		3,197.88
85816080	11/10/2021	CDW GOVERNMENT INC	01-4300	182.40	
			01-4400	2,992.24	
			21-4300	400.60	
			21-4400	4,855.83	8,431.07
85816081	11/10/2021	DAWSON OIL COMPANY	01-4345	5,004.88	
			01-4350	4,830.16	9,835.04
85816082	11/10/2021	ERIC ELLIS MD INC LINCOLN URGENT CARE	01-5800		3,780.00
85816083	11/10/2021	HD SUPPLY FACILITIES MAINTENANCE, LTD.	01-4300		599.12
85816084	11/10/2021	HOME DEPOT CREDIT SERVICES	01-4300		642.57
85816085	11/10/2021	HORIZON	01-4300		559.68
85816086	11/10/2021	HUNT & SONS INC	01-4365		202.75
85816087	11/10/2021	IXL LEARNING INC	01-5800		5,608.00
85816088	11/10/2021	JABBERGYM INC.	01-5800		6,160.00
85816089	11/10/2021	LAKESHORE LEARNING MATERIALS	01-4300		2,244.62
85816090	11/10/2021	LEARNING SOLUTIONS INC	01-5800		3,949.78
85816091	11/10/2021	LOWE'S	01-4300		1,176.89
85816092	11/10/2021	MEDICAB	01-5800		7,477.00
85816093	11/10/2021	NAVIA BENEFIT SOLUTIONS	01-5800		118.65
85816094	11/10/2021	NORMAC	01-4300		652.69
85816095	11/10/2021	ODYSSEY LEARNING CENTER, INC.	01-5800		17,462.90
85816096	11/10/2021	PACIFIC GAS & ELECTRIC CO	01-5530		873.36

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Checks Dated 11/10/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85816097	11/10/2021	PLACER COUNTY SELPA	01-5200		650.00
85816098	11/10/2021	PLACER COUNTY PUBLIC WORKS	01-5800		262.50
85816099	11/10/2021	POWER SCHOOL GROUP, LLC	01-5800		14,452.28
85816100	11/10/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		139.04
85816101	11/10/2021	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		1,577.83
85816102	11/10/2021	RIVERSIDE INSIGHTS	01-4300		1,143.12
85816103	11/10/2021	SCHOLASTIC INCORPORATED	01-4300		144.56
85816104	11/10/2021	SITEONE LANDSCAPE SUPPLY	01-4300		10.86
85816105	11/10/2021	SPECIALIZED EDUC OF CA, INC.	01-5800		13,115.00
85816106	11/10/2021	THE MUSIC YARD	01-4300		4,826.25
85816107	11/10/2021	UNITED SITE SERV OF NEVADA INC	01-5600		5,199.94
85816108	11/10/2021	VICTORIA MILLER	01-5800		1,203.76
85816109	11/10/2021	WELLNESS TOGETHER	01-5800		16,301.58
85816110	11/10/2021	Teresa Avelar	76-9550		210.00
85816111	11/10/2021	Wesley Armstrong	01-8675		30.00
85816112	11/10/2021	Ackerson, Hailee N	01-4300		35.88
85816113	11/10/2021	Burns, Shannon L	01-4300		120.92
85816114	11/10/2021	Duer, Jeffrey M	01-4300		424.21
85816115	11/10/2021	Escobar, Gina C	01-5200		56.00
85816116	11/10/2021	Ford, Melanee	01-4300		25.00
85816117	11/10/2021	Hodge, Christine A	01-5200		23.52
85816118	11/10/2021	Hopkinson, Marc J	01-5200		56.00
85816119	11/10/2021	Mars, Monica L	01-4300		50.37
85816120	11/10/2021	McCarley, Kent T	01-4300	97.36	
			01-5200	28.00	125.36
85816121	11/10/2021	Nelson, Jennifer D	01-4300		127.55
85816122	11/10/2021	Roman, Steven C	01-5200		30.80
85816123	11/10/2021	Sandoval, Sherri B	01-5800		108.00
85816124	11/10/2021	Stearn, Julie E	01-4300		201.76
85816125	11/10/2021	Tofft, Deborah C	01-5200		25.20
85816126	11/10/2021	Whitecotton, Charles E	01-4300		44.25
85816127	11/10/2021	Willhite, Jacob D	01-4300		164.62
85816128	11/10/2021	Wyatt Retallack, Amanda J	01-5200		30.80
85816129	11/10/2021	Zimmerman, Mikaela K	01-4300		327.10
85816130	11/10/2021	ADAPTIVE TECH SOLUTIONS LLC	01-4300		309.24
85816131	11/10/2021	ALPHA FIRED ARTS	01-4300		180.70
85816132	11/10/2021	BISHOPS PUMPKIN FARM	01-5800		558.00
85816133	11/10/2021	BURKETT'S OFFICE	01-4300		2,078.50
85816134	11/10/2021	COAST TO COAST COMPUTER PRODUCTS	01-4300		338.87
85816135	11/10/2021	DEMCO MEDIA	01-4300		80.05
85816136	11/10/2021	DISCOUNT MAGAZINE SUB SERVICE	01-4300		80.85
85816137	11/10/2021	FLORA FRESH, INC.	01-4300		1,379.71

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ESCAPE CONSULTING
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Checks Dated 11/10/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85816138	11/10/2021	FLORAL RESOURCES SACRAMENTO	01-4300		143.18
85816139	11/10/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		108.11
85816140	11/10/2021	GOPHER SPORT	01-4300		1,653.86
85816141	11/10/2021	HAWKINS OFFICIATING SERVICE	01-5800		440.00
85816142	11/10/2021	LAKESHORE LEARNING MATERIALS	01-4300		463.33
85816143	11/10/2021	LAMINATION DEPOT	01-4300		537.32
85816144	11/10/2021	LOWE'S	01-4300	2,060.13	
			01-4400	1,525.26	3,585.39
85816145	11/10/2021	MARLEEN NOBELL DBA: MAR/CAL	01-4300		123.79
85816146	11/10/2021	NATL ASSOC FOR MUSIC EDUCATON	01-5300		171.00
85816147	11/10/2021	ORIENTAL TRADING CO OTC BRANDS INC	01-4300		131.92
85816148	11/10/2021	SCHOOL SPECIALTY INC	01-4300		462.13
85816149	11/10/2021	THE NEW YORK TIMES COMPANY	01-5800		1,586.00
85816150	11/10/2021	TKH DESIGNS INC	01-4300		782.83
85816151	11/10/2021	VIGGI CORP	01-4300		1,359.50
85816152	11/10/2021	VIKING SHRED LLC	01-5800		49.99
85816153	11/10/2021	WALKER'S OFFICE SUPPLIES	01-4300		1,478.01
85816154	11/10/2021	STAPLES BUSINESS ADVANTAGE	01-4300	10,108.09	
			13-4300	57.78	10,165.87
85816155	11/10/2021	STAPLES BUSINESS ADVANTAGE	01-4300	1,132.99	
			01-4400	2,282.33	3,415.32
Total Number of Checks			98		196,566.21

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	96	181,097.00
13	Cafeteria Fund	1	57.78
21	Building Fund #1	1	5,256.43
25	Capital Facilities Fund	1	9,945.00
76	Payroll Fund	1	210.00
Total Number of Checks		98	196,566.21
Less Unpaid Tax Liability			.00
Net (Check Amount)			196,566.21

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Checks Dated 11/03/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85814898	11/03/2021	Aaron Conrad	13-8634		21.75
85814899	11/03/2021	Alana Burrridge	13-8634		41.75
85814900	11/03/2021	Alyssa Camblin	13-8634		132.75
85814901	11/03/2021	Amy DeAscentis	13-8634		12.50
85814902	11/03/2021	Amy Kraus	13-8634		49.75
85814903	11/03/2021	Anne Gout	13-8634		57.50
85814904	11/03/2021	Bethany Lewin	13-8634		43.75
85814905	11/03/2021	Brooke Matsui	13-8634		3.50
85814906	11/03/2021	Chris Wilson	13-8634		82.25
85814907	11/03/2021	Christine Shaghafi	13-8634		40.00
85814908	11/03/2021	Christy Hodges	13-8634		4.00
85814909	11/03/2021	Cynthia Freely	13-8634		30.00
85814910	11/03/2021	Cynthia Paduano	13-8634		30.75
85814911	11/03/2021	Dana Sattler	13-8634		25.10
85814912	11/03/2021	Deanne Klopson	13-8634		55.70
85814913	11/03/2021	Emily Eaton	13-8634		34.00
85814914	11/03/2021	Enrique Placido	13-8634		48.50
85814915	11/03/2021	Erica Smith	13-8634		54.75
85814916	11/03/2021	Gina Cherrix	13-8634		64.25
85814917	11/03/2021	Gwen Scales	13-8634		27.25
85814918	11/03/2021	Jaime Couzen	13-8634		39.25
85814919	11/03/2021	Jake Munden	13-8634		54.00
85814920	11/03/2021	Jamie Watkins	13-8634		66.75
85814921	11/03/2021	Jessica Fernandez	13-8634		56.00
85814922	11/03/2021	Jule Rizzardo	13-8634		49.95
85814923	11/03/2021	Kacia Pena	13-8634		19.95
85814924	11/03/2021	Karen Boyle	13-8634		54.00
85814925	11/03/2021	Kayse Frontiera	13-8634		64.05
85814926	11/03/2021	Kelli Palafox	13-8634		63.00
85814927	11/03/2021	Kelly Simpson	13-8634		79.00
85814928	11/03/2021	Keri Sulonen	13-8634		9.25
85814929	11/03/2021	Kevin Edwards	13-8634		408.50
85814930	11/03/2021	Kristy Norwood	13-8634		26.25
85814931	11/03/2021	Larissa Crittenden	13-8634		43.75
85814932	11/03/2021	Laura Sanchez	13-8634		73.25
85814933	11/03/2021	Leslie Cornett	13-8634		111.50
85814934	11/03/2021	Lindsey Feliz	13-8634		56.10
85814935	11/03/2021	Lisa McIntosh	13-8634		29.00
85814936	11/03/2021	Lisa Munera	13-8634		15.20
85814937	11/03/2021	Madalynn DaBranca	13-8634		38.00
85814938	11/03/2021	Maria Cristina Gonzalez	13-8634		3.26
85814939	11/03/2021	Marisela Ramirez	13-8634		15.50
85814940	11/03/2021	Mark Medeiros	13-8634		60.25
85814941	11/03/2021	Maryfrance Cohen	13-8634		17.00
85814942	11/03/2021	Melinda Zaputli	13-8634		38.25
85814943	11/03/2021	Melissa Harreld	13-8634		61.05

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Checks Dated 11/03/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85814944	11/03/2021	Mike Henning	13-8634		57.25
85814945	11/03/2021	Nelson Cayago	13-8634		55.25
85814946	11/03/2021	Rachael Elms	13-8634		75.25
85814947	11/03/2021	Rebecca Brandi	13-8634		40.25
85814948	11/03/2021	Renee Berner	13-8634		34.25
85814949	11/03/2021	Rhonda Hutchinson	13-8634		20.75
85814950	11/03/2021	Sara Ladeas	13-8634		86.75
85814951	11/03/2021	Sarah Turner	13-8634		22.00
85814952	11/03/2021	Sarah Wolfgang	13-8634		264.70
85814953	11/03/2021	Staci Kay Camillucci	13-8634		86.25
85814954	11/03/2021	Stacy Ramsey	13-8634		41.75
85814955	11/03/2021	Stephanie Daugherty	13-8634		18.35
85814956	11/03/2021	Stephanie Maul	13-8634		17.00
85814957	11/03/2021	Teresa Fogal	13-8634		47.75
85814958	11/03/2021	Terri Hern	13-8634		40.20
85814959	11/03/2021	Thomas Campos	13-8634		26.25
85814960	11/03/2021	Tiffani Morgan	13-8634		98.75
85814961	11/03/2021	Tina Simpliciano	13-8634		16.75
85814962	11/03/2021	Tricia Cooper	13-8634		73.00
85814963	11/03/2021	Wendy Leibundguth	13-8634		61.00
85814964	11/03/2021	Yomara Munoz	13-8634		31.25
85814965	11/03/2021	DeBar, Melanie N	01-5200		1.68
85814966	11/03/2021	Fox, Christy L	01-4300		25.00
85814967	11/03/2021	Morford, Kristin N	01-5200		12.54
85814968	11/03/2021	Moseman, Terri J	01-5200		1.68
85814969	11/03/2021	Nelson, Susan E	01-5200		2.30
85814970	11/03/2021	Russell, Julie A	01-5200		9.30
85814971	11/03/2021	Saborit, Maria D	01-5200		2.69
85814972	11/03/2021	Smith, Cherrie L	01-5200		1.68
85814973	11/03/2021	Sordahl, Shannon L	01-5200		3.47
85814974	11/03/2021	Tetley Jodrey, Leslie C	01-4300		43.79
85814975	11/03/2021	Ward, Jonathan W	01-5200		5.94
85814976	11/03/2021	AT&T BUSINESS SERVICE	01-5560		211.90
85814977	11/03/2021	BENCHMARK EDUCATION COMPANY	01-4100		546.98
85814978	11/03/2021	BOTTLED WATER SUPPLY CO INC COOLER ZONE	01-4300		49.00
85814979	11/03/2021	CANON FINANCIAL SERVICES	01-5600		446.06
85814980	11/03/2021	CAPITOL CLUTCH AND BRAKE INC	01-4365		80.09
85814981	11/03/2021	CLARK SUPPLIES LLC THE PENCIL STORE	01-4300		134.70
85814982	11/03/2021	DOCUMENT TRACKING SERVICES, LLC	01-5800		10,645.00
85814983	11/03/2021	EVERYDAY SPEECH	01-4100		899.97
85814984	11/03/2021	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		194.82
85814985	11/03/2021	J.W. PEPPER & SON INC	01-4300		893.44

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Checks Dated 11/03/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85814986	11/03/2021	KYOCERA	01-4300	17.20	
			01-5600	18.54	35.74
85814987	11/03/2021	LAKESHORE LEARNING MATERIALS	01-4300		5,119.60
85814988	11/03/2021	LEARNING WITHOUT TEARS	01-4200	912.30	
			01-4300	3,781.78	4,694.08
85814989	11/03/2021	LITERACY RESOURCES LLC	01-4300		783.26
85814990	11/03/2021	PACIFIC GAS & ELECTRIC CO	01-5510	57,273.06	
			01-5530	1,483.55	58,756.61
85814991	11/03/2021	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4100	1,409.76	
			01-4300	198.23	1,607.99
85814992	11/03/2021	PRO-ED	01-4300		86.77
85814993	11/03/2021	SACRAMENTO CO OFFICE OF ED.	01-5200		800.00
85814994	11/03/2021	SIERRA OFFICE SUPPLIES &	01-4300		101.14
85814995	11/03/2021	SUPER DUPER SCHOOL COMPANY	01-4300		1,136.36
85814996	11/03/2021	T-MOBILE USA INC	01-5903		2,913.15
85814997	11/03/2021	TRANE	01-5600		1,247.00
85814998	11/03/2021	UNIFIRST CORPORATION	01-4300	8,580.18	
			01-5600	1,951.75	
			01-5800	196.36	10,728.29
85814999	11/03/2021	WAXIE'S SANITARY SUPPLY	01-4300		3,270.92
85815000	11/03/2021	AIR CONTROL SERVICES, INC.	13-5600		1,927.10
85815001	11/03/2021	DANIELSEN COMPANY	13-4710		9,296.16
85815002	11/03/2021	FIERY GINGER FARM	13-4710		1,175.93
85815003	11/03/2021	GENERAL PRODUCE CO LTD	13-4710		4,821.30
85815004	11/03/2021	GOLD STAR FOODS, INC	13-4710		8,686.69
85815005	11/03/2021	ORIENTAL TRADING CO OTC BRANDS INC	01-4300		207.70
85815006	11/03/2021	SCHOOL SPECIALTY INC	01-4300		550.12
85815007	11/03/2021	WEST COAST PAPER COMPANY	13-4380		3,997.77
85815008	11/03/2021	April Shouse	13-8634		76.00
85815009	11/03/2021	Cherie Schneider	01-8675		45.00
85815010	11/03/2021	Janette Costenoble Agustin	13-8634		38.00
85815011	11/03/2021	Kimberly Martinez	13-8634		84.40
85815012	11/03/2021	Nicole Quintanilla	13-8634		20.00
85815013	11/03/2021	Rebecca Kelly	13-8634		13.00
85815014	11/03/2021	Rodica Nicoara	13-8634		75.00
85815015	11/03/2021	Sofi Curtis	13-8634		37.25
85815016	11/03/2021	Stephanie Daugherly	13-8634		18.35
85815017	11/03/2021	Alcorn, Daniel T	01-4300		101.73
85815018	11/03/2021	Bryant, Vicki W	01-4300		25.00
85815019	11/03/2021	Enos, Dora J	01-5200		105.67
85815020	11/03/2021	Getz, Pamela	01-4300		77.00
85815021	11/03/2021	Gordon, Kelley D	01-5200		101.36
85815022	11/03/2021	Gullion, Diane M	01-5200		185.92
85815023	11/03/2021	Higley, Todd A	01-5200		410.00
85815024	11/03/2021	Nordby, Ann M	01-4300		193.31

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Checks Dated 11/03/2021

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85815025	11/03/2021	Petersen, Marcie M	01-5200		10.98
85815026	11/03/2021	Sisney, Courtney A	01-4300		51.94
85815027	11/03/2021	Stearn, Julie E	01-4300		218.80
85815028	11/03/2021	Villa, Karen L	01-4300		113.11
85815029	11/03/2021	ALPHA FIRED ARTS	01-4300		760.88
85815030	11/03/2021	ASCD	01-5300		49.00
85815031	11/03/2021	BRAINPOP LLC	01-5800		1,000.00
85815032	11/03/2021	BURKETT'S OFFICE	01-4300		4,385.99
85815033	11/03/2021	COAST TO COAST COMPUTER PRODUCTS	01-4300		439.68
85815034	11/03/2021	DEMCO MEDIA	01-4300		463.68
85815035	11/03/2021	ENAMELPINS INC	01-4300		273.60
85815036	11/03/2021	FIVE SIXTEEN INC	01-4300		90.09
85815037	11/03/2021	GRACENOTES LLC	01-4300		35.00
85815038	11/03/2021	J.W. PEPPER & SON INC	01-4300		4,769.04
85815039	11/03/2021	KELPRO SECURITY	01-5800		864.00
85815040	11/03/2021	KRISTON L TAGUE - DBA TAGUE BAND INSTRUMENT SERVICES	01-4400	4,349.34	
			01-6400	1,516.57	5,865.91
85815041	11/03/2021	KYOCERA	01-4300	3.36	
			01-5600	849.31	852.67
85815042	11/03/2021	LAKESHORE LEARNING MATERIALS	01-4300		213.06
85815043	11/03/2021	ORIENTAL TRADING CO OTC BRANDS INC	01-4300		308.92
85815044	11/03/2021	PRINT TO MAIL	01-4300		269.62
85815045	11/03/2021	PROJECT LEAD THE WAY INC	01-4300		1,793.22
85815046	11/03/2021	PURCHASE POWER	01-4300		2,020.99
85815047	11/03/2021	S & S WORLDWIDE	01-4300		242.12
85815048	11/03/2021	SCHOOL SPECIALTY INC	01-4300		40.03
85815049	11/03/2021	THE ROSEN PUBLISHING COMPANY	01-4300		175.56
85815050	11/03/2021	TOTALLY TROPHIES	01-4300		1,209.60
85815051	11/03/2021	UNIFORM NAMETAPE CO INC	01-4300		287.50
85815052	11/03/2021	VIKING SHRED LLC	01-5600		47.99
85815053	11/03/2021	WARD'S NATURAL SCIENCE	01-4300		136.20
Total Number of Checks			156		168,378.49

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	75	134,484.93
13	Cafeteria Fund	81	33,893.56
Total Number of Checks		156	168,378.49
Less Unpaid Tax Liability			.00
Net (Check Amount)			168,378.49

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approve Assignment between Sequoia Union High School District 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:

Cafeteria Fund 13

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached Assignment of USDA Donated Food Direct Diversion Project between Western Placer Unified School District and Sequoia Union High School District is to grant authority to Sequoia Union High School District to contract for USDA Foods, other food and supplies through School Linked in Commodities (SLIC) Cooperative (SLIC Coop), and related services on behalf of Western Placer Unified School District. The annual membership fee of \$250 will be paid out of Cafeteria Fund 13.

RECOMMENDATION:

Administration recommends the Board approve the assignment between Sequoia Union High School District and Western Placer Unified School District.

**Sequoia Union High School District
300 James Ave.
Redwood City, CA 94062**

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

This assignment is entered into between WPUSD, hereafter known as “Assignor”, and Sequoia Union High School District, hereafter known as “Assignee” to commence services December 1, 2021.

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

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

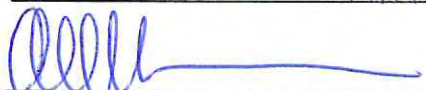
It is hereby agreed that:

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

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

ASSIGNOR

District: Western Placer Unified SD.



Signature

Audrey Kilpatrick

Printed Name

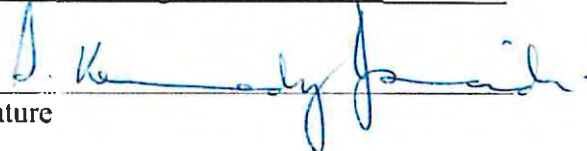
Asst Supt of Business Svcs and Operations

Printed Title

DATE: 11/10/21

ASSIGNEE/LEAD DISTRICT

Sequoia Union High School District



Signature

Sandra K. Jonaidi

Printed Name

Director

Printed Title

DATE: 11/4/2021

Important Contact Information:

Lead District

Sequoia Union High School District
300 James Avenue
Redwood City, CA 94062
Attn: Sandra Jonaidi
Phone: 650-306-1755 extension 22591
Cel: 408-799-6325
Fax: 650-306-8896

SLIC Coop Administrator/Distributor

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

California Department of Education

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF 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 Contracts with
Wellness Together, Inc.

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Pickett 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Supplemental

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contracts with Wellness Together, Inc. is for enhanced mental health counseling for our students and their families. Wellness Together staff will provide services to all schools based on need and priority. The need for additional or increased days/hours of support beyond our current contract at various school sites was discussed and approved through the LCAP committee.

RECOMMENDATION:

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

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

THIS AGREEMENT ("Agreement") is made and entered into this 13th of October, 2021 between Western Placer Unified School District, 600 Sixth Street, Lincoln, CA 95648, Placer County, (hereinafter "District") and Wellness Together, Inc., a California nonprofit corporation, 5701 Lonetree Boulevard, Suite 210, Rocklin, California, 95765 (hereinafter "Consultant"). The term of this Agreement shall be from October 18, 2021 to June 9, 2022.

RECITALS

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

AGREEMENT

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

1.0 Engagement of Consultant as Independent Contractor

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

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

Consultant personally, and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless District, absolutely and without limit, against all claims, demands, suits, or judgments, asserted, made or recovered by any and all persons

whomsoever on account of the acts or omissions of Consultant, Consultant's agents or employees, arising out of and during the performance of the work contracted for under this Agreement. Similarly, Consultant agrees to indemnify District for loss or damage to any of District's property or equipment used or obtained in connection with the work to be performed under this Agreement.

2.0 Limitation on Delegation of Personal Services by Consultant

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

3.0 Nature of Work

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

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

A. School-based services:

1. Individual counseling sessions
2. General psychosocial interventions
3. Group counseling sessions

B. Community referrals

Upon discontinuation of School-based services, as set forth above, the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in an agency setting, by separate Agreement with Consultant, at their own expense.

C. Family engagement sessions

D. Classroom presentations

E. Collection, analysis, and provision of certain non-personally-identifying process data in aggregate to the District.

To the extent that the District desires Consultant to perform additional

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

4.0 Consultant Staffing

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

- A. Any combination of Mental Health Specialist I positions (MHS I) and/or Mental Health Specialist II positions (MHS II) totaling 12 hours per week.

I) MHS I

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

II) MHS II

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

- B. One (1) clinical supervisor, and

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

5.0 Payment

District will pay Consultant the total sum of SIXTEEN THOUSAND NINE HUNDRED EIGHTEEN DOLLARS AND FIFTY SIX CENTS (\$16,918.56) for the work required to be performed pursuant to this Agreement, as follows:

Any combination of Mental Health Specialist I (MHS I) or Mental Health Specialist II (MHS II) positions.

\$16,918.56

Total cost of Licensed Supervision, Program

Administration, Program Costs and Wages for 12MHS I or MHS II hours for 31 weeks during the 2021-2022 School Year.

-0-

0% 2021-2022 Cost of Living Adjustment (COLA) based on Consumer Price Index, West Region - February 2021 - 2% based on 2021-2022

\$16,918.56

Total Cost of Contract

Consultant shall be paid in accordance with monthly invoicing from Consultant. Up to four (4) of the days may be used as paid training days. Consultant shall invoice the District by the 5th of the month after services were rendered. The District shall pay Consultant within fifteen (15) calendar days of the invoice date. To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has paid, Consultant shall refund any unearned fees upon termination.

The Consultant hires based on the needs of the District, regardless of previous agreement(s). Consultant hiring begins after this Agreement is fully executed. Any delay in executing the Agreement by the District may therefore delay the Consultant's completion of the hiring process. If the start date of Services falls after the start date of this Agreement due to hiring and training, hours will be prorated and Services will not be billed until Services begin on campus or online.

If the start date of Services falls after the start date of this Agreement due to delay in communication on behalf of the District to the Consultant after the full execution of this Agreement, including but not limited to communication regarding school site assignments, scheduling, and introduction meetings, Services will be billed according to the start date of this Agreement, regardless of when Services begin on campus or online.

However invoiced, Consultant shall not be entitled to more than \$16,918.56 for the 2021-2022 school year for the basic services described in Paragraphs 3.0 & 4.0, above. Any additional work specifically requested by the District as set forth in Paragraph 3.0, above shall be in addition to this amount.

6.0 Communications to District

From the time this agreement commences until its termination, Consultant shall communicate and channel to District all knowledge, business, and service contacts, and any other matters of information that could concern or be in any way beneficial to the business of District, whether acquired by Consultant before or during the term of this agreement; provided, however, that nothing shall be construed as requiring such communications where the information is lawfully

protected from disclosure as a matter of law.

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

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

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

7.0 Control of Work and Workers by Consultant

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

8.0 Furnishing of Materials and Equipment

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

9.0 Place of Performance of Services

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

10.0 Hiring of Employees

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

11.0 Supervision by Consultant

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

12.0 Right of District to Supervise and Inspect

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

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

13.0 Clearances

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

14.0 Additional Compensation

Except for the provision allowing the District to request Consultant perform additional counseling work described in Paragraph 3.0, above, the parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this

Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement (except as stated in Paragraph 3.0), then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

15.0 Insurance

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

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

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

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

16.0 Compliance with Laws and Regulations

In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, state or federal, as to all its employees engaged in the performance of work under this Agreement. Consultant further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on this subject.

Consultant further agrees to furnish District, on request, a certificate or other evidence of compliance with state or federal laws covering contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.

17.0 Duration

1. This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on October 18, 2021, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.
2. Upon mutual agreement of the Parties, this Agreement may be extended up to 3 years with an annual Cost of Living Adjustment (COLA) applied for each extension year. The Parties shall negotiate a reasonable COLA, and may use the "Consumer Price Index, West Region" as created by the Bureau of Labor Statistics , with February 2020 to February 2021 as the term of increase.

18.0 Assignment

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

19.0 Representative's Authority

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

20.0 Indemnification

Consultant agrees to indemnify District, its officers, agents, board, representatives, and employees, against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of Consultant's work under this Agreement that are caused in whole or in part by Consultant's negligent act or omission, or that of anyone employed by Consultant for whose acts Consultant may be liable. For any action, proceeding, or special proceeding under this Agreement, venue shall be in the County and/or federal judicial district in which Consultant's principal administrative office is located.

21.0 Contract Governed by Law of State of California

The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and

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

22.0 Waiver or Modification Ineffective Unless in Writing

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

23.0 Written Notice

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

24.0 District's Obligation on Termination of Agreement by Consultant

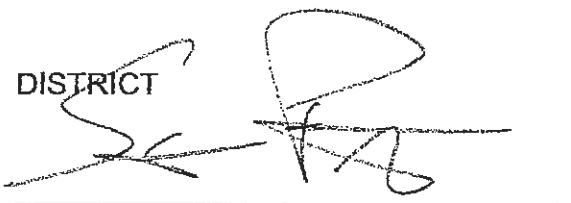
If, during the term of this Agreement, Consultant should fail or refuse to perform the services contemplated, or be unable to perform these services, District's obligation to make any payments shall cease, except that District shall pay Consultant for all work actually performed through the effective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

25.0 Mediation

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

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

DISTRICT



Superintendent or Designee

11/5/21

Date

Western Placer Unified School District

CONSULTANT



Jacob Vallejo, Director of Operations
Wellness Together, Inc.
Taxpayer ID: 81-1653329

11/8/2021

Date

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

THIS AGREEMENT ("Agreement") is made and entered into this 17th of November, 2021 between Western Placer Unified School District, 600 Sixth St, Lincoln, CA 95648, Placer County, (hereinafter "District") and Wellness Together, Inc., a California nonprofit corporation, 1382 Blue Oaks Blvd, Suite 213, Roseville California, 95678 (hereinafter "Consultant"). The term of this Agreement shall be from November 29, 2021 to June 9, 2022.

RECITALS

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

AGREEMENT

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

1.0 Engagement of Consultant as Independent Contractor

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

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

Consultant personally, and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless District, absolutely and without limit, against all claims, demands, suits, or judgments, asserted, made or recovered by any and all persons

whomsoever on account of the acts or omissions of Consultant, Consultant's agents or employees, arising out of and during the performance of the work contracted for under this Agreement. Similarly, Consultant agrees to indemnify District for loss or damage to any of District's property or equipment used or obtained in connection with the work to be performed under this Agreement.

2.0 Limitation on Delegation of Personal Services by Consultant

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

3.0 Nature of Work

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

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

A. School-based services:

1. Individual counseling sessions
2. General psychosocial interventions
3. Group counseling sessions

B. Community referrals

Upon discontinuation of School-based services, as set forth above, the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in an agency setting, by separate Agreement with Consultant, at their own expense.

C. Family engagement sessions

D. Classroom presentations

E. Collection, analysis, and provision of certain non-personally-identifying process data in aggregate to the District.

To the extent that the District desires Consultant to perform additional

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

4.0 Consultant Staffing

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

- A. Any combination of Mental Health Specialist I positions (MHS I) and/or Mental Health Specialist II positions (MHS II) totaling 6 hours per week.

I) MHS I

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

II) MHS II

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

B. One (1) clinical supervisor, and

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

5.0 Payment

District will pay Consultant the total sum of SIX THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS AND ZERO CENTS (\$6,822.00) for the work required to be performed pursuant to this Agreement, as follows:

Any combination of Mental Health Specialist I (MHS I) or Mental Health Specialist II (MHS II) positions.

\$6,822.00

Total cost of Licensed Supervision, Program Administration, Program Costs and Wages for

6MHS I or MHS II hours for 25 weeks during the 2021-2022 School Year.

-0-

0% 2021-2022 Cost of Living Adjustment (COLA) based on Consumer Price Index, West Region - February 2021 - 2% based on 2021-2022

\$6,822.00

Total Cost of Contract

Consultant shall be paid in accordance with monthly invoicing from Consultant. Up to four (4) of the days may be used as paid training and/or administrative days. Consultant shall invoice the District by the 5th of the month after services were rendered. The District shall pay Consultant within fifteen (15) calendar days of the invoice date. To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has paid, Consultant shall refund any unearned fees upon termination.

The Consultant hires based on the needs of the District, regardless of previous agreement(s). Consultant hiring begins after this Agreement is fully executed. Any delay in executing the Agreement by the District may therefore delay the Consultant's completion of the hiring process. If the start date of Services falls after the start date of this Agreement due to hiring and training, hours will be prorated and Services will not be billed until Services begin on campus or online.

If the start date of Services falls after the start date of this Agreement due to delay in communication on behalf of the District to the Consultant after the full execution of this Agreement, including but not limited to communication regarding school site assignments, scheduling, and introduction meetings, Services will be billed according to the start date of this Agreement, regardless of when Services begin on campus or online.

However invoiced, Consultant shall not be entitled to more than \$6,822.00 for the 2021-2022 school year for the basic services described in Paragraphs 3.0 & 4.0, above. Any additional work specifically requested by the District as set forth in Paragraph 3.0, above shall be in addition to this amount.

6.0 Communications to District

From the time this agreement commences until its termination, Consultant shall communicate and channel to District all knowledge, business, and service contacts, and any other matters of information that could concern or be in any way beneficial to the business of District, whether acquired by Consultant before or during the term of this agreement; provided, however, that nothing shall be construed as requiring such communications where the information is lawfully

protected from disclosure as a matter of law.

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

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

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

7.0 Control of Work and Workers by Consultant

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

8.0 Furnishing of Materials and Equipment

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

9.0 Place of Performance of Services

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

10.0 Hiring of Employees

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

11.0 Supervision by Consultant

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

12.0 Right of District to Supervise and Inspect

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

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

13.0 Clearances

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

14.0 Additional Compensation

Except for the provision allowing the District to request Consultant perform additional counseling work described in Paragraph 3.0, above, the parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this

Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement (except as stated in Paragraph 3.0), then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

15.0 Insurance

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

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

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

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

16.0 Compliance with Laws and Regulations

In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, state or federal, as to all its employees engaged in the performance of work under this Agreement. Consultant further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on this subject.

Consultant further agrees to furnish District, on request, a certificate or other evidence of compliance with state or federal laws covering contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.

17.0 Duration

1. This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on November 29, 2021, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.
2. Upon mutual agreement of the Parties, this Agreement may be extended up to 3 years with an annual Cost of Living Adjustment (COLA) applied for each extension year. The Parties shall negotiate a reasonable COLA, and may use the "Consumer Price Index, West Region" as created by the Bureau of Labor Statistics , with February 2020 to February 2021 as the term of increase.

18.0 Assignment

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

19.0 Representative's Authority

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

20.0 Indemnification

Consultant agrees to indemnify District, its officers, agents, board, representatives, and employees, against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of Consultant's work under this Agreement that are caused in whole or in part by Consultant's negligent act or omission, or that of anyone employed by Consultant for whose acts Consultant may be liable. For any action, proceeding, or special proceeding under this Agreement, venue shall be in the County and/or federal judicial district in which Consultant's principal administrative office is located.

21.0 Contract Governed by Law of State of California

The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and

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

22.0 Waiver or Modification Ineffective Unless in Writing

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

23.0 Written Notice

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

24.0 District's Obligation on Termination of Agreement by Consultant

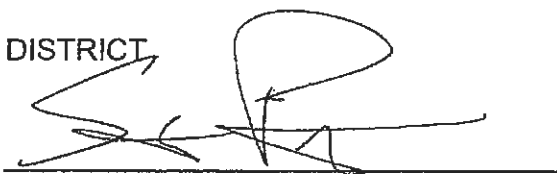
If, during the term of this Agreement, Consultant should fail or refuse to perform the services contemplated, or be unable to perform these services, District's obligation to make any payments shall cease, except that District shall pay Consultant for all work actually performed through the effective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

25.0 Mediation

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

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

DISTRICT



Superintendent or Designee

11/18/21
Date

Western Placer Unified School District

Signed by: _____

CONSULTANT



Jacob Vallejo, Director of Operations

Wellness Together, Inc.

Taxpayer ID: 81-1653329

11/18/2021

Date

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

THIS AGREEMENT ("Agreement") is made and entered into this 20th of September, 2021 between Western Placer Unified School District, 600 Sixth Street, Lincoln, CA 95648, Placer County, (hereinafter "District") and Wellness Together, Inc., a California nonprofit corporation, 5701 Lonetree Boulevard, Suite 210, Rocklin, California, 95765 (hereinafter "Consultant"). The term of this Agreement shall be from September 20, 2021 to June 9, 2022.

RECITALS

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

AGREEMENT

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

1.0 Engagement of Consultant as Independent Contractor

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

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

Consultant personally, and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless District, absolutely and without limit, against all claims, demands, suits, or judgments, asserted, made or recovered by any and all persons

whomsoever on account of the acts or omissions of Consultant, Consultant's agents or employees, arising out of and during the performance of the work contracted for under this Agreement. Similarly, Consultant agrees to indemnify District for loss or damage to any of District's property or equipment used or obtained in connection with the work to be performed under this Agreement.

2.0 Limitation on Delegation of Personal Services by Consultant

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

3.0 Nature of Work

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

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

A. School-based services:

1. Individual counseling sessions
2. General psychosocial interventions
3. Group counseling sessions

B. Community referrals

Upon discontinuation of School-based services, as set forth above, the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in an agency setting, by separate Agreement with Consultant, at their own expense.

C. Family engagement sessions

D. Classroom presentations

E. Collection, analysis, and provision of certain non-personally-identifying process data in aggregate to the District.

To the extent that the District desires Consultant to perform additional

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

4.0 Consultant Staffing

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

- A. Any combination of Mental Health Specialist I positions (MHS I) and/or Mental Health Specialist II positions (MHS II) totaling 4 hours per week.

I) MHS I

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

II) MHS II

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

- B. One (1) clinical supervisor, and

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

5.0 Payment

District will pay Consultant the total sum of SIX THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS AND TWENTY CENTS (\$6,367.20) for the work required to be performed pursuant to this Agreement, as follows:

Any combination of Mental Health Specialist I (MHS I) or Mental Health Specialist II (MHS II) positions.

\$6,367.20

Total cost of Licensed Supervision, Program Administration, Program Costs and Wages for 4MHS

I or MHS II hours for 35 weeks during the 2021-2022 School Year.

-0-

0% 2021-2022 Cost of Living Adjustment (COLA) based on Consumer Price Index, West Region - February 2021 - 2% based on 2021-2022

\$6,367.20

Total Cost of Contract

Consultant shall be paid in accordance with monthly invoicing from Consultant. Up to four (4) of the days may be used as paid training days. Consultant shall invoice the District by the 5th of the month after services were rendered. The District shall pay Consultant within fifteen (15) calendar days of the invoice date. To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has paid, Consultant shall refund any unearned fees upon termination.

The Consultant hires based on the needs of the District, regardless of previous agreement(s). Consultant hiring begins after this Agreement is fully executed. Any delay in executing the Agreement by the District may therefore delay the Consultant's completion of the hiring process. If the start date of Services falls after the start date of this Agreement due to hiring and training, hours will be prorated and Services will not be billed until Services begin on campus or online.

If the start date of Services falls after the start date of this Agreement due to delay in communication on behalf of the District to the Consultant after the full execution of this Agreement, including but not limited to communication regarding school site assignments, scheduling, and introduction meetings, Services will be billed according to the start date of this Agreement, regardless of when Services begin on campus or online.

However invoiced, Consultant shall not be entitled to more than \$6,367.20 for the 2021-2022 school year for the basic services described in Paragraphs 3.0 & 4.0, above. Any additional work specifically requested by the District as set forth in Paragraph 3.0, above shall be in addition to this amount.

6.0 Communications to District

From the time this agreement commences until its termination, Consultant shall communicate and channel to District all knowledge, business, and service contacts, and any other matters of information that could concern or be in any way beneficial to the business of District, whether acquired by Consultant before or during the term of this agreement; provided, however, that nothing shall be construed as requiring such communications where the information is lawfully protected from disclosure as a matter of law.

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

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

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

7.0 Control of Work and Workers by Consultant

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

8.0 Furnishing of Materials and Equipment

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

9.0 Place of Performance of Services

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

10.0 Hiring of Employees

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

11.0 Supervision by Consultant

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

12.0 Right of District to Supervise and Inspect

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

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

13.0 Clearances

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

14.0 Additional Compensation

Except for the provision allowing the District to request Consultant perform additional counseling work described in Paragraph 3.0, above, the parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to

retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement (except as stated in Paragraph 3.0), then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

15.0 Insurance

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

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

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

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

16.0 Compliance with Laws and Regulations

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

contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.

17.0 Duration

1. This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on September 20, 2021, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.
2. Upon mutual agreement of the Parties, this Agreement may be extended up to 3 years with an annual Cost of Living Adjustment (COLA) applied for each extension year. The Parties shall negotiate a reasonable COLA, and may use the "Consumer Price Index, West Region" as created by the Bureau of Labor Statistics , with February 2020 to February 2021 as the term of increase.

18.0 Assignment

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

19.0 Representative's Authority

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

20.0 Indemnification

Consultant agrees to indemnify District, its officers, agents, board, representatives, and employees, against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of Consultant's work under this Agreement that are caused in whole or in part by Consultant's negligent act or omission, or that of anyone employed by Consultant for whose acts Consultant may be liable. For any action, proceeding, or special proceeding under this Agreement, venue shall be in the County and/or federal judicial district in which Consultant's principal administrative office is located.

21.0 Contract Governed by Law of State of California

The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and under and pursuant to the laws of the State of California and

that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern, to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

22.0 Waiver or Modification Ineffective Unless in Writing

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

23.0 Written Notice

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

24.0 District's Obligation on Termination of Agreement by Consultant


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

25.0 Mediation

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

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

DISTRICT



Superintendent or Designee

Western Placer Unified School District

9/29/21
Date

CONSULTANT



Jacob Vallejo, Director of Operations

Wellness Together, Inc.

Taxpayer ID: 81-1653329

9-29-2021
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:

Student Discipline
Stipulated Expulsion
Student #21-22-B

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Chuck Whitecotton
District Hearing Officer

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will take action under consent to approve Stipulated Expulsion of Student #21-22-B.

RECOMMENDATION:

The Administration recommends the Board of Trustees take action to approve the Stipulated Expulsion of Student #21-22-B.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Student Discipline
Stipulated Expulsion
Student #21-22-C

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Chuck Whitecotton
District Hearing Officer

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will take action under consent to approve Stipulated Expulsion of Student #21-22-C.

RECOMMENDATION:

The Administration recommends the Board of Trustees take action to approve the Stipulated Expulsion of Student #21-22-C.

wp/rk/factform

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:

Presentation from WPUSD Legal Counsel
regarding COVID-19 related mandates
in school settings

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

Kerry Callahan, Superintendent 

ENCLOSURES:

No

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

Per the Board's request, Michelle L. Cannon, WPUSD legal counsel from Lozano Smith will provide information regarding COVID-19 mandates in school settings and the potential impact on Districts who fail to comply with mandates. In addition, Michelle will provide general information regarding litigation against COVID-19 mandates.

RECOMMENDATION:

The Administration recommends the Board receive/discuss the information provided.

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:

Educator Effectiveness Block Grant Plan

AGENDA ITEM AREA:

Information Item

REQUESTED BY:

Scott Pickett 
Assistant Superintendent

ENCLOSURES

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Educator Effectiveness Block Grant
Funds

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

Recently, Western Placer Unified School District was allocated restricted, one-time Educator Effectiveness Funds (EEF) by the California Department of Education. These EEF funds, in coordination with federal Title II funds, are intended to support professional learning for certificated teachers, administrators, paraprofessional educators, and other certificated staff. EEF funds must be expended by June 30, 2026.

As a requirement to receive these funds, WPUSD must prepare a local written plan. That plan must be publicly presented to the board of trustees before its adoption at a subsequent board meeting. The local written plan must be adopted no later than December 30, 2021.

RECOMMENDATION:

The school board receive the information. A request to adopt the plan will appear on the December 21st board meeting agenda.

Western Placer Unified School District Educator Effectiveness Block Grant 2021 Expenditure Plan

LEA Name:	Western Placer Unified School District
Contact Name:	Kathleen Leehane
Email Address:	kleehane@wpusd.org
Phone Number:	916-645-6350

Total Amount of funds received by the LEA:	\$ 1,456,437.00
Date of Public Meeting prior to Adoption:	December 7, 2021
Date of adoption at a public meeting:	December 21, 2021

EC 41480

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021-22 fiscal year to the 2025-26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114-95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils, with a focus on any of the following areas:

(1) Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Teacher induction support	\$ 79,697.70	\$ 79,697.70	\$ 79,697.70	\$ 79,697.70	\$ 79,697.70	\$ 398,488.48
Administrator induction support	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 75,000.00
Developing and implementing a professional development program that builds teacher efficacy and effectiveness	\$ -	\$ 33,948.52	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00
Subtotal for this section:	\$ 94,697.70	\$ 128,646.22	\$ 127,697.70	\$ 127,697.70	\$ 127,697.70	\$ 506,488.48

(2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Developing and implementing professional development activities for teachers, administrators, and paraprofessionals/ISPs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas and grade levels	\$ -	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 180,000.00
Subtotal for this section:	\$ -	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 180,000.00

(3) Practices and strategies that reengage pupils and lead to accelerated learning.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Subtotal for this section:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Developing and implementing professional development activities for teachers, administrators, and paraprofessionals/ISPs that address all components of social-emotional learning, including Youth Development (YDI)	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00
Subtotal for this section:	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00

(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a school site's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Developing and implementing professional development activities for teachers, administrators, and paraprofessionals/ISPs that address and reinforce best practices for creating a positive school climate, including PBIS	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00
Subtotal for this section:	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00

(6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Developing and implementing a sequence of trainings for paraprofessionals that address four major components: student relationships, peer collaboration, de-escalating student behaviors, and strategies for scaffolding/differentiating learning	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 60,000.00
Implementation and monitoring of the co-teach model at our secondary schools	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 150,000.00
Subtotal for this section:	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 210,000.00

(7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Subtotal for this section:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

(8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).

(c) To ensure professional development meets educator and pupil needs, local educational agencies are encouraged to allow schoolsite and content staff to identify the topic or topics of professional learning. Professional learning provided pursuant to this section shall do both of the following:
 (1) Be content focused, incorporate active learning, support collaboration, use models of effective practice, provide coaching and expert support, offer feedback and reflection, and be of sustained duration.
 (2) As applicable, be aligned to the academic content standards adopted pursuant to Sections 51226, 60605, 60605.1, 60605.2, 60605.3, 60605.4, 60605.8, and 60605.11, and the model curriculum adopted pursuant to Section 51226.7, as those sections read on June 30, 2020, and former Section 60605.85, as that section read on June 30, 2014.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Putting additional supports in place to enhance our district's PLC work	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 200,000.00
Development and implementation of a district-wide system of professional growth for both certificated and classified employees, with a focus on promoting continual growth and improvement	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 200,000.00
Subtotal for this section:	\$ -	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 400,000.00

(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Subtotal for this section:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

(10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

Planned Activity	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal for this section:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Summary of Expenditures

Section Totals	2021-22	2022-23	2023-24	2024-25	2025-26	per Activity
Subtotal Section (1)	\$ 94,697.70	\$ 128,646.22	\$ 127,697.70	\$ 127,697.70	\$ 127,697.70	\$ 506,488.48
Subtotal Section (2)	\$ -	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 180,000.00
Subtotal Section (3)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Section (4)	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00
Subtotal Section (5)	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00
Subtotal Section (6)	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 210,000.00
Subtotal Section (7)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Section (8)	\$ -	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 400,000.00
Subtotal Section (9)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Section (10)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals By Year:	\$ 124,697.70	\$ 333,646.22	\$ 332,697.70	\$ 332,697.70	\$ 332,697.70	

Total Planned Expenditures by the LEA:
\$ 1,456,437.00

Budgeting Planner:
Allocation:
\$ 1,456,437.00
Variance:
\$ 0.00

**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	
<ol style="list-style-type: none">1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students2. Foster a safe, caring environment where individual differences are valued and respected.3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.5. Promote student health and nutrition in order to enhance readiness for learning.	

SUBJECT:
ESTABLISH ANNUAL ORGANIZATIONAL
MEETING

AGENDA ITEM AREA:
ACTION

REQUESTED BY:
KERRY CALLAHAN
SUPERINTENDENT

ENCLOSURES:
YES

DEPARTMENT:
ADMINISTRATION

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
December 7, 2021

ROLL CALL REQUIRED:
NO

BACKGROUND:

Education Code 35143 and 5017 require the scheduling of an annual organizational meeting in December for selecting board officers. Placer County Office of Education request we take board action on the scheduling of the annual organizational meeting and submit to PCOE.

RECOMMENDATION:

Administration recommends the Board of Trustees select an organizational meeting date for 2021.



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

Gayle Garbolino-Mojica, County Superintendent of Schools

Memorandum

Important Board Agenda Item

Date: October 15, 2021
To: District Superintendents
From: Gayle Garbolino-Mojica, County Superintendent of Schools
RE: Annual Organizational Meeting

This memorandum is a reminder to conduct your annual organizational meeting in December for the purpose of selecting your board officers. I have attached for your reference Education Code Sections 35143 and 5017 which govern the scheduling of this annual organizational meeting. Please refer to any policy or bylaw for any procedures otherwise adopted by your board.

This year the 15-day window period established by statute to hold the annual organizational meeting begins on Friday, December 10, 2021 and runs through Saturday, December 24, 2021.

Please note that the date and time of the annual organizational meeting must be selected by your governing board at the regular board meeting held immediately prior to December 10, unless otherwise provided by a policy or bylaw of the governing board. In the event the board does not select a day and time for the annual organizational meeting at the regular meeting referenced above, state law requires that I must do so before the 15-day window period begins on December 10.

Please return this memorandum via email to (sarcuri@placercoe.org) on or before November 30, 2021, with the information requested below. If you have a regular board meeting scheduled in December prior to when your board is scheduled to set the date of its organizational meeting, please let my office know before November 30.

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

GGM/sea
Attachments
cc: District Executive Assistants

2021 Annual Organizational Meeting

School District: Western Placer Unified School District

Date and Time of Annual Organizational Meeting: December 21, 2021

Signed: _____

Title: Kerry Callahan, Superintendent

Education Code

Education Code

Annual organizational meetings

EC 35143

The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

(Enacted by Stats. 1976, Ch. 1010.)

Education Code

Education Code

Term of Office

EC 5017

Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the first Friday in December next succeeding his or her election. Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor.

(Amended by Stats. 2007, Ch. 730, Sec. 2.)

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Adoption of Revised/New
Exhibits/Policies/Regulations

AGENDA ITEM AREA:

Action

REQUESTED BY:

Kerry Callahan
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 7, 2021

ROLL CALL REQUIRED:

No

BACKGROUND:

These new and/or revised exhibits/policies/regulations are now being presented for approval by the Board of Trustees.

- BP/AR 6142.8 – Comprehensive Health Education

RECOMMENDATION:

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

wp/rk/factform

CSBA POLICY GUIDE SHEET

March 2021

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 6142.8 - Comprehensive Health Education

Policy updated to reflect the 2019 state curriculum framework for health education, including emphasis on the physical, mental, and social well-being of students and integration of health education with other content areas of the district's curriculum. Policy also reflects law which authorizes districts to provide age-appropriate comprehensive sexual health education prior to grade 7, and law which authorizes instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention provided students are allowed to be excused from such instruction with the written request of the parent/guardian.

Administrative Regulation 6142.8 - Comprehensive Health Education

Regulation updated to more directly reflect state content standards for injury prevention and safety and for personal and community health. Regulation also adds a new section on "High School Health Education" for districts that require a course in health education for graduation, which reflects law requiring that the course in health education include instruction in sexual harassment and violence and instruction in performing compression-only cardiopulmonary resuscitation. Section on "Students Excused from Health Instruction" expanded to address excusals from (1) comprehensive sexual health education and HIV prevention education; (2) instruction in sexual abuse and/or sexual assault awareness and prevention; (3) any exam, survey, or questionnaire which contains questions about the student's or family's personal beliefs or practices in sex, family life, morality, or religion; and (4) anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex.

Policy 6142.8: Comprehensive Health Education

Status: DRAFT

Original Adopted Date: 09/04/2007

The Board of Trustees believes that health education should foster the knowledge, skills, and attitudes behaviors that students need in order to lead healthy, productive lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students. The district's health education program shall be part of a coordinated school health system which supports the physical, mental, and social well-being of students and is linked to district and community services and resources. teach personal responsibility for one's own lifelong health, respect for and promotion of the health of others, the process of growth and development, and informed use of health-related information, products, and services.

Goals for the district's health education program shall be designed to promote student wellness and shall be developed in accordance with Board policy. Such goals shall include, but not be limited to, goals for nutrition promotion and education, and physical activity, and other school-based activities that promote student well-being.

{cf. 5030—Student Wellness}

{cf. 6011—Academic Standards}

{cf. 6142.1—Sexual Health and HIV/AIDS Prevention Education}

{cf. 6142.7—Physical Education}

The district shall provide a planned, sequential, research-based, and age-appropriate health education curriculum for students in grades K–12. The content of health instruction shall be offered in accordance with law, Board policy, administrative regulation, and shall be aligned with state curriculum frameworks.

{cf. 6143—Courses of Study}

The Board intends for health education to be part of a coordinated school health system that links district, school, and community programs and services to promote the health and well-being of students.

{cf. 1020—Youth Services}

{cf. 3513.3—Tobacco-Free Schools}

{cf. 3514—Environmental Safety}

{cf. 3550—Food Service/Child Nutrition Program}

{cf. 3554—Other Food Sales}

{cf. 4020—Drug and Alcohol Free Workplace}

{cf. 5131.6—Alcohol and Other Drugs}

{cf. 5131.63—Steroids}

{cf. 5141.22—Infectious Diseases}

{cf. 5141.3—Health Examinations}

{cf. 5141.32—Health Screening for School Entry}

{cf. 5141.4—Child Abuse Prevention and Reporting}

{cf. 5141.6—Student Health and Social Services}

{cf. 5142—Safety}

{cf. 5146—Married/Pregnant/Parenting Students}

{cf. 6164.2—Guidance/Counseling Services}

~~The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program.~~

~~(cf. 0500—Accountability)~~

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

Policy 6142.8: Comprehensive Health Education

Status: ADOPTED

Original Adopted Date: 09/04/2007

The Board of Trustees believes that health education should foster the knowledge, skills, and behaviors that students need in order to lead healthy, productive lives. The district's health education program shall teach personal responsibility for one's own lifelong health, respect for and promotion of the health of others, the process of growth and development, and informed use of health-related information, products, and services.

Goals for the district's health education program shall be designed to promote student wellness and shall be developed in accordance with Board policy. Such goals shall include, but not be limited to, goals for nutrition education and physical activity.

(cf. 5030 - Student Wellness)

(cf. 6011 - Academic Standards)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)

(cf. 6142.7 - Physical Education)

The district shall provide a planned, sequential, research-based, and age-appropriate health education curriculum for students in grades K-12. The content of health instruction shall be offered in accordance with law, Board policy, administrative regulation, and shall be aligned with state curriculum frameworks.

(cf. 6143 - Courses of Study)

The Board intends for health education to be part of a coordinated school health system that links district, school, and community programs and services to promote the health and well-being of students.

(cf. 1020 - Youth Services)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3514 - Environmental Safety)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3554 - Other Food Sales)

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.63 - Steroids)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.6 - Student Health and Social Services)

(cf. 5142 - Safety)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program.

(cf. 0500 - Accountability)

Regulation 6142.8: Comprehensive Health Education

Status: DRAFT

Original Adopted Date: 09/04/2007 | Last Revised Date: 08/17/2010

Content of Instruction

The district's health education program shall include instruction at the appropriate grade levels in the following content areas:

1. Alcohol, tobacco, and other drugs

~~{cf. 3513.3—Tobacco-Free Schools}~~

~~{cf. 5131.6—Alcohol and Other Drugs}~~

~~{cf. 5131.63—Steroids}~~

2. Human growth, development, and sexual health

~~{cf. 6142.1—Sexual Health and HIV/AIDS Prevention Education}~~

3. Injury prevention and safety

Instruction related to injury prevention and safety may include, but is not limited to, first aid, protective equipment such as helmets, ~~prevention of brain and spinal cord injuries~~, violence prevention, topics related to bullying and harassment, emergency procedures and Internet safety.

~~{cf. 0450—Comprehensive Safety Plan}~~

~~{cf. 3543—Transportation Safety and Emergencies}~~

~~{cf. 5131—Conduct}~~

~~{cf. 5138—Conflict Resolution/Peer Mediation}~~

~~{cf. 5142—Safety}~~

~~{cf. 5145.3—Nondiscrimination/Harassment}~~

~~{cf. 5145.7—Sexual Harassment}~~

~~{cf. 5145.9—Hate-Motivated Behavior}~~

~~{cf. 6163.4—Student Use of Technology}~~

4. Mental, emotional, and social health

~~{cf. 5137—Positive School Climate}~~

~~{cf. 5141.52—Suicide Prevention}~~

~~{cf. 5149—At-Risk Students}~~

5. Nutrition and physical activity

~~{cf. 3550—Food Service/Child Nutrition Program}~~

~~{cf. 5030—Student Wellness}~~

~~{cf. 6142.7—Physical Education}~~

6. Personal and community health

Instruction in personal and community health may include, but is not limited to, oral health, personal hygiene, sun safety, vision and hearing protection, transmission of germs and communicable diseases, symptoms of common

health problems and chronic diseases such as asthma and diabetes, emergency procedures, and the effect of behavior on the environment.

~~(cf. 3516—Emergencies and Disaster Preparedness Plan)~~

~~(cf. 5141—Health Care and Emergencies)~~

~~(cf. 5141.21—Administering Medication and Monitoring Health Conditions)~~

~~(cf. 5141.22—Infectious Diseases)~~

~~(cf. 5141.23—Asthma Management)~~

~~(cf. 5141.7—Sun Safety)~~

~~(cf. 5146—Married/Pregnant/Parenting Students)~~

~~(cf. 6142.5—Environmental Education)~~

Within each of the above content areas, instruction shall be designed to assist students in developing:

1. An understanding of essential concepts related to enhancing health
2. The ability to analyze internal and external influences that affect health
3. The ability to access and analyze health information, products, and services

~~(cf. 5141.6—Student Health and Social Services)~~

4. The ability to use interpersonal communication skills, decision-making skills, and goal-setting skills to enhance health
5. The ability to practice behaviors that reduce risk and promote health
6. The ability to promote and support personal, family, and community health

High School Health Education

Whenever the Board requires a course in health education for graduation from high school, the district's high school health education course(s) shall include instruction in:

1. Sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. When delivering such instruction, teachers shall consult information related to sexual harassment and violence in the Health Education Framework for California Public Schools. (Education Code 51225.36)
2. Compression-only cardiopulmonary resuscitation (CPR), which is based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR and includes instruction relative to the psychomotor skills necessary to perform compression-only CPR. (Education Code 51225.6)

Exemption Students Excused from Health Instruction

Upon written request from a parent/guardian, a student shall be excused from any part of the school's health instruction that conflicts with his/her the student's religious training and beliefs, including personal moral convictions. (Education Code 51240)

The district shall excuse a student from instruction in comprehensive sexual health education and HIV prevention education if the student's parent/guardian requests in writing that the student be excused. (Education Code 51938)

In addition, the district shall excuse a student from instruction in sexual abuse and/or sexual assault awareness and prevention if the student's parent/guardian requests in writing that the student be excused. (Education Code

51900.6)

The district shall not administer any exam, survey, or questionnaire which contains questions about the student's or the student's family's personal beliefs or practices in sex, family life, morality, or religion unless the student's parent/guardian has given written permission. Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with his/her religious training and beliefs, including personal moral convictions. (Education Code 51240-51513)

However, the district may administer anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex, as long as parents/guardians are notified of the right to request in writing that the student be excused from participation. A student shall be excused from participating in any such research or evaluation tools if the student's parent/guardian requests in writing to excuse the student from participation. (Education Code 51938)

~~(cf. 5020—Parent Rights and Responsibilities)~~

~~(cf. 5022—Student and Family Privacy Rights)~~

~~(cf. 6141.2—Recognition of Religious Beliefs and Customs)~~

~~(cf. 6145.8—Assemblies and Special Events)~~

~~(cf. 6142.1—Sexual Health and HIV/AIDS Prevention Education)~~

~~Students so excused shall be given an alternative educational activity.~~

Involvement of Health Professionals

~~The district's health education program shall be designed to actively involve the community, including professional health and safety personnel, in course evaluation. (Education Code 51913)~~

~~Health care professionals also shall be involved in the development and implementation of the district's health education plan and in course evaluation. Such professionals shall represent, at the district's option, the varied fields of health care, including voluntary collaborations with managed health care and health care providers; local public and private health, safety, and community service agencies; and other appropriate community resources. (Education Code 51913)~~

Health care professionals, health care service plans, health care providers, and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative
2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs if the activities are conducted in compliance with the statutory, regulatory, and programmatic guidelines applicable to those programs.

Regulation 6142.8: Comprehensive Health Education

Status: ADOPTED

Original Adopted Date: 09/04/2007 | Last Revised Date: 08/17/2010

Content of Instruction

The district's health education program shall include instruction at the appropriate grade levels in the following content areas:

1. Alcohol, tobacco, and other drugs

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.63 - Steroids)

2. Human growth, development, and sexual health

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)

3. Injury prevention and safety

Instruction related to injury prevention and safety may include, but is not limited to, first aid, protective equipment such as helmets, prevention of brain and spinal cord injuries, violence prevention, topics related to bullying and harassment, and Internet safety.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 5131 - Conduct)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5142 - Safety)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 6163.4 - Student Use of Technology)

4. Mental, emotional, and social health

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 5149 - At-Risk Students)

5. Nutrition and physical activity

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education)

6. Personal and community health

Instruction in personal and community health may include, but is not limited to, oral health, personal hygiene, sun safety, hearing protection, transmission of germs and communicable diseases, symptoms of common health problems

and chronic diseases such as asthma and diabetes, emergency procedures, and the effect of behavior on the environment.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.7 - Sun Safety)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6142.5 - Environmental Education)

Within each of the above content areas, instruction shall be designed to assist students in developing:

1. An understanding of essential concepts related to enhancing health
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3. The ability to access and analyze health information, products, and services

(cf. 5141.6 - Student Health and Social Services)

4. The ability to use interpersonal communication skills, decision-making skills, and goal-setting skills to enhance health
5. The ability to practice behaviors that reduce risk and promote health
6. The ability to promote and support personal, family, and community health

Exemption from Health Instruction

Upon written request from a parent/guardian, a student shall be excused from any part of the school's health instruction that conflicts with his/her religious training and beliefs, including personal moral convictions. (Education Code 51240)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

(cf. 6145.8 - Assemblies and Special Events)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)

Students so excused shall be given an alternative educational activity.

Involvement of Health Professionals

The district's health education program shall be designed to actively involve the community, including professional health and safety personnel, in course evaluation. (Education Code 51913)

Health care professionals also shall be involved in the development and implementation of the district's health education plan and in course evaluation. Such professionals shall represent, at the district's option, the varied fields of health care, including voluntary collaborations with managed health care and health care providers; local public and private health, safety, and community service agencies; and other appropriate community resources. (Education Code 51913)

Health care professionals, health care service plans, health care providers, and other entities participating in a

voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative
 2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs
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