

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

School	<u>STUDENT ENROLLMENT</u>		
	2016-17 CALPADS	8/30/2017	9/29/2017
Sheridan Elementary (K-5)	67	54	53
First Street Elementary (K-5)	433	440	437
Carlin C. Coppin Elementary (K-5)	434	434	430
Creekside Oaks Elementary (K-5)	623	608	614
Twelve Bridges Elementary (K-5)	621	651	649
Foskett Ranch Elementary (K-5)	454	426	428
Lincoln Crossing Elementary (K-5)	659	641	648
Glen Edwards Middle School (6-8)	892	908	901
Twelve Bridges Middle School (6-8)	765	759	759
Lincoln High School (9-12)	1,832	1,964	1,957
Phoenix High School (10-12)	73	72	76
SDC Program (18-22)		10	10
TOTAL	6853	6,967	6,962

SDC Pre-School

Foskett Ranch 17
 First Street/LIP 59
 Carlin C. Coppin 0

ATLAS Program

28

Parent Education

Continuing Educ. Classes

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
October 17, 2017
Lincoln Crossing Elementary School – Multi-Purpose Room
635 Groveland Lane, Lincoln, CA 95648

AGENDA

2017-2018 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.

6:30 P.M. START

- 1. CALL TO ORDER** – Lincoln Crossing Elementary School – 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 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.

6:35 P.M.

- 3. CLOSED SESSION** – Lincoln Crossing Elementary School - Library
 - 3.1 CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services
 - 3.2 CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)
 - 3.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477
 - 3.4 PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
 - a. Employee Discipline/Dismissal/Release – Employee # CL 17/18.1
Roll call vote:

Regular Meeting of the Board of Trustees

October 17, 2017

Agenda

7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – Lincoln Crossing Elementary School, Multi-Purpose Room

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

4.1 Page 9 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

4.2 Page 10 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

4.3 Page 11 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

4.4 Page 12 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

a. Employee Discipline/Dismissal/Release – Employee # CL 17/18.1

5. SPECIAL ORDER OF BUSINESS

5.1 Page 14 – Lincoln Crossing Elementary School will be featured

6. Page 17-66 - 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.

6.1 Certificated Personnel Report

6.2 Classified Personnel Report

6.3 Ratification of Agreement with Challenge Works, Inc. and Glen Edwards Middle School

6.4 Ratification of Contract with Shady Creek Outdoor School

6.5 Ratification of Contract with University California Davis for professional development in 2017-2018

6.6 Ratification of Contract – Outfront Media and WPUSD – Promotional Advertisement Billboard

6.7 Ratification of Contract – National CineMedia, LLC and WPUSD – Promotional Advertisements at Blue Oaks Theater

6.8 Approval of Pending Change Orders for the Lincoln High School Addition and Modernization Project

Roll call vote:

7. **COMMUNICATION FROM THE PUBLIC**

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8. **REPORTS & COMMUNICATION**

- Lincoln High School Student Advisory – Rebecca Luy
- Western Placer Teacher’s Association – Tara Jeane
- Western Placer Classified Employee Association – Mike Kimbrough
- Superintendent - Scott Leaman

9. **◆ACTION ◆DISCUSSION ◆INFORMATION**

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

9.1 Action

Page 68 – APPROVAL OF AMENDMENT NO. 2 TO MASTER AGREEMENT FOR ARCHITECTURAL SERVICES FOR PRE-DESIGN, DESIGN, AND CONSTRUCTION ADMINISTRATION SERVICES FOR LINCOLN CROSSING SOUTH ELEMENTARY SCHOOL WITH HMC ARCHITECTS – Adell (17-18 G & O Component I, II, III, IV, V)

● On March 7, 2017, the Board approved the Master Architect Agreement with HMC Architects for architectural pre-design, design, and construction administration services for projects in the District.

9.2 Discussion/
Action

Page 73 – CONSIDER APPROVING RESOLUTION NO. 17/18.8, AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS – Simon (17-18 G & O Component I, II, III, IV, V)

● Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 17/18.8.

Roll call vote:

9.3 Information/
Discussion

Page 76 – SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE WESTERN PLACER TEACHER’S ASSOCIATION – Simon (17-18 G & O Component I, II, III, IV, V)

● Pursuant to Government Code section 3547, all proposals of the recognized employee groups and of the District must be presented at a public meeting of the District. This is commonly referred to as “Sunshining” the proposals.

Regular Meeting of the Board of Trustees

October 17, 2017

Agenda

- 9.4 Discussion *Page 82 – **DISTRICT ENROLLMENT TRENDS** – Leaman (17-18 G & O Component I, II, III, IV, V)*

•The Board will be updated on current district enrollment trends.

10. BOARD OF TRUSTEES

10.1 FUTURE AGENDA ITEMS

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

10.2 BOARD MEMBER REPORTS/COMMENTS

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤November 7, 2017 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

12. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

Posted: 101317

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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 School – Library

Date: Tuesday, October 17, 2017

Time: 6:30 P.M.

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

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Gabe Simon, Assistant Superintendent
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent
Business and Operations

Kerry Callahan, Assistant Superintendent of
Educational Services

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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SUBJECT:
CONFERENCE WITH REAL PROPERTY
NEGOTIATORS

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 17, 2017

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard the Lincoln Crossing South Site and Adjacent Property (APN(s): 327-010-014(9.4 acres), 327-010-012 (5.2 acres))

RECOMMENDATION:

Administration recommends the Board of Trustee disclose action taken in closed session in regard to Real Property.

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

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SUBJECT:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

Scott Leaman, Superintendent
Kerry Callahan,
Assistant Superintendent of Educational Services

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

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SUBJECT:

Public Employee Discipline/Dismissal/Release

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

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

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Restricted Funds

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

Yes (Closed Session)

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Employee # CL 17/18.1 Discipline/Dismissal/Release

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Employee #CL 17/18.1 Discipline/Dismissal/Release.

**SPECIAL
ORDER
OF
BUSINESS**

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

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

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SUBJECT:

Featured School:
Lincoln Crossing Elementary School

AGENDA ITEM AREA:

Special Order of Business

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 10, 2017

ROLL CALL VOTE:

No

BACKGROUND:

Lincoln Crossing Elementary School will share a short presentation to the Board of Trustees.

RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation.



Western Placer
Unified School District

October 11, 2017

Dear WPUSD School Board,

We are so pleased to welcome you to Lincoln Crossing Elementary School for the October school board meeting. We have built a vibrant culture on our campus, and we are proud of the role our visual and performing arts (VAPA) programs play into our student experience.

635 Groveland Lane
Lincoln, CA 95648
(916) 434-5292
Fax: (916) 434-5261

www.wpusd.k12.ca.us

Today we are honored to share a little about our VAPA programs, which include our fall, winter and spring school musicals and productions, our choir program, our winter family paint night, our annual musical theater stage production (*Lion King Kids* this year!), our annual talent show, and our exceptional parent-run art docent program. We could go on and on, but today we would like to showcase the work that our art docent program is engaged in.

Principal
Jennifer Hladun

Assistant Principal
Will Middleton

Our art docent team is comprised of parent volunteers who come into every classroom at least monthly, but often more regularly. The team participates in training throughout the year, and uses a closed Facebook group to share ideas and ask questions of the other docents. Their objective is to use PCOE produced and standards based lessons and materials to teach the children about art history and artistic techniques. Students then produce art in line with the lesson objectives. This program is funded with support from our Parent Teacher Club and we are proud to display our art in our classrooms and our common areas. Art is a focal point in classrooms at Open House each spring, and serves as a wonderful keepsake at the end of the year.

We invite you to come back to Lincoln Crossing this fall, winter and spring to watch one of our productions or participate in a docent led art lesson!

With LCE Colt pride,

Jen Hladun
Principal

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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SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

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**

October 17, 2017

CERTIFICATED/MANAGEMENT

REQUEST FOR LEAVE OF ABSENCE:

- 1. Name: Sarah Conrad Van Hoy
 Position: Elementary Music Teacher
 FTE: 1.0
 Effective Date: March 9, 2018
 Site: First Street School & Carlin C. Coppin**

**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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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

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**

October 17, 2017

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name:	Adrian Fachin	Effective:	10/9/17
Position:	Technology Support Technician I	Site:	Technology Department
Salary:	CSEA, Range 33, Step B	Replacement	
Hours:	8 Hours/5 Days a week		
Days:	12 Months/Year		

ADDITIONAL HOURS:

1. Name:	Marivic Bodie	Effective:	10/4/17
Position:	Food Service Leave	Site:	Carlin C. Coppin Elementary
Hours:	5 hours to 5.5 hours		
Days:	10 Months/Year		

ADDITIONAL POSITION:

1. Name:	Sara Becker	Effective:	10/10/17
Position:	Intervention Services Provider	Site:	Creekside Oaks Elementary
Hours:	3 Hours/4 Days a week	Replacement	
Days:	10 Months/Year		

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Agreement with
Challenge Works, Inc. and
Glen Edwards Middle School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Physical Education Fund

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Challenge Works, Inc. and Glen Edwards Middle School. The service will include professional technical inspection of the existing challenge course elements and program equipment. This includes the low and high course elements, climbing towers/structures, swings, and zip line. The inspections will be completed on October 2nd, 2017. The price of these services is \$1,000.00 and will be paid with the Physical Education Fund.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Challenge Works, Inc. and Glen Edwards Middle School.

**CHALLENGE COURSE
TECHNICAL SERVICE PROPOSAL
for
Glen Edwards Middle School
Lincoln, CA**

This is an agreement for the technical inspection of a challenge course (or parts thereof), by Challenge Works Inc for Glen Edwards Middle School ('Client')

This agreement relates to the following proposed Challenge Course Inspection:

1. Service Details:

This will be a professional technical inspection of your existing challenge course elements and program equipment. This may include (but is not limited to); low and high course elements, climbing towers / structures, swings, zip lines and program equipment.

The inspection will include most, or all, of the following steps:

1. Review the design and layout of the course elements and offer suggestions, if needed, for improvement or change.
2. Access the course, where access is provided and appropriate, to physically inspect course components. Where a physical inspection of specific elements / components is not possible, a visual inspection will be conducted and noted as such.
3. Examine all cables and terminations for signs of wear, corrosion or alteration.
4. Check each bolt and termination.
5. Scrutinize all support structures.
6. Fully inspect all program equipment (that is made available)
 - Ropes, harnesses, helmets, carabiners, and belay systems.
7. Meet with the staff responsible for maintaining the course throughout the year, if available
8. Provide a comprehensive written report, in laymen's terms, on the overall condition of your course and status of each element on your course. This will be submitted to the Client by Challenge Works no later than 60 days after the inspection is complete

NOTE:

- The inspection shall be limited to elements and equipment that are available and to which the inspector has reasonable access.
- The Client is responsible for informing Challenge Works of any current or past problems/concerns with any equipment or elements. If no such information is presented, it is assumed that there have been no problems/concerns.
- Verification that all elements and equipment are being properly used is not included as part of this inspection process.



CHALLENGE WORKS INC. 123 Sunset Terrace, Scotts Valley, CA 95066
Phone: 831 234 4710 Fax: 831 438 2989 info@challengeworks.com www.challengeworks.com

Page 1 of 3

Inspection Proposal 2017

2. Location:

The proposed service(s) will be provided at: Glen Edwards Middle School, Lincoln, CA

3. Service Dates:

It is proposed that the inspection shall be completed on _____ Oct 2nd, 2017 _____. The exact logistics to be coordinated with the Client

The inspection may be coordinated with any other work that is scheduled with the Client

The work outlined in this proposal is scheduled by agreement between Challenge Works Inc and the Client.

Any change or cancellation of scheduled dates by the Client prior to the start of work may result in additional fees (rescheduling or cancellation).

4. Investment for Service(s):

Challenge Works will provide all labor, tools and transport to conduct a challenge course inspection at your location.

Proposed Investment Fee:	Inspection Fee	\$ 800
	<u>Travel and Lodging Estimate</u>	<u>\$ 200</u>
	Total	\$ 1,000

The proposed inspection fee is valid for 3 months (90 days). After the 3 month time frame, please contact Challenge Works directly to confirm proposed costs prior to signing this proposal.

The above inspection fee is to be considered a "will not exceed budget". We will never exceed a projected budget for our work with you unless it is the result of a request, by you, for additional or modified service. This shall be considered a CHANGE ORDER. In such cases, a Change Order Form will be provided and must be signed by the Client prior to the work commencing.

5. Payment Schedule:

Payment is due within 15 days of receipt of invoice

6. Purchase Orders:

Towns, Cities and other municipal or governmental entities may submit a purchase order to cover the costs of the services provided. A copy of your tax-exempt certificate must be submitted along with this signed proposal if you are submitting a purchase order.



CHALLENGE WORKS INC. 123 Sunset Terrace, Scotts Valley, CA 95066
Phone: 831 234 4710 Fax: 831 438 2989 info@challengeworks.com www.challengeworks.com

Page 2 of 3

Inspection Proposal 2017

7. Warranty:

Challenge Works Inc will warranty all installed elements, maintenance, repair work and materials for a period of 1 year from the time of installation. All installed components are designed to meet or exceed current ACCT Standards.

This warranty does not extend to the following:

- Damage or failure that results from vandalism, neglect, unauthorized usage or acts of God.
- Damage or failure that results from usage in a manner other than for how it was designed and intended

No other warranty is expressed or implied, and all others are expressly denied, including those of fitness and merchantability.

Challenge Works must receive written notice of a defect, within the 1 year time period, to incur obligation under this warranty. Challenge Works only obligation with respect to defects under this warranty is to correct the defect, which may include providing the labor, materials and parts reasonably considered defective.

8. Third Party Inspection Services:

The Client will be responsible for approving and contracting with any additionally required third-party professionals such as utility pole engineers, arborists or other subcontractors that may be required to support this inspection.

Client Authorized Representative:

<u>Andrew Lipatov</u>	<u>Asst Supt of Business Svs and Operations</u>	<u>[Signature]</u>	<u>10/2/17</u>
Name: (print)	Title	Signature	Date

Challenge Works Inc Representative:

<u>Kennerly de Forest</u>	<u>President</u>	<u>[Signature]</u>	Date:
Name: (print)	Title	Signature	

- Please fax a signed copy of this agreement to 831-438-2989
or
email to: ken@challengeworks.com



WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract with Shady Creek
Outdoor School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan *KC*
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Fit Quest Grant / Parent Donations

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services from Shady Creek Outdoor School for Carlin C Coppin Elementary School for an outdoor educational program for the 2017-18 school year. The services include a 4-day stay for 70 students at Shady Creek Outdoor School. The cost of these services is \$15,330.00 and will be paid with the Fit Quest Grant and Parent Donations.

RECOMMENDATION:

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

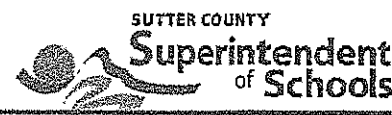


SHADY CREEK OUTDOOR SCHOOL AND EVENT

Billing and Reservations:
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949 ~ (530) 822-3039 Fax

Camp Address:
18601 Pathfinder Way, Nevada City, CA 95959
(530) 292-3436 ~ (530) 292-3538 Fax

Shannon Cueva, Director



TO: Shady Creek Participating Schools
Teachers and Principals

FROM: Shannon Cueva, Director

DATE: July 1, 2017

RE: Contract, Schedule, Nurses, and Details

- 1) Your contract and schedule are attached. Please carefully review your scheduled week and projected student attendance. If you anticipate **any** change in student attendance please call us immediately. Please download all necessary forms, including t-shirt order form at Shadycreek.org. **Please do not use prior year forms, information and pricing may have changed and we want to be sure you have current information.**
- 2) The fee for the 2017/2018 Shady Creek Program will be \$240.00 for a five-day week or \$219.00 if you are on a scheduled four-day week.
- 3) State regulations involving student medications make it necessary for a nurse to be on site during your week at Shady Creek. If your district is the designated Administrator for the week, it is your responsibility to secure and fingerprint the nurse. The providing district will receive a \$500.00 credit on their final invoice. **Please check the schedule to determine if your district is the weekly administrator. If so, begin planning now.** If you are having difficulty finding a nurse, please call Monica Ramos for the names of nurses who may be able to go with your district.
- 4) Student and teacher feedback on EcoQuest, our pre/post student curriculum books, has been excellent. Kids love it, and they are learning. An added plus is that EcoQuest is very teacher friendly. They can be ordered at your planning session meeting or by calling Monica Ramos at (530) 822-2949. The cost is \$3.25 per booklet.
- 5) 2017/2018 Benefit Tickets will be available through the Shady Creek Outdoor Education Foundation. Please call Daria Ali at (530) 933-0907 if you are interested in participating. Ticket sales not only help kids raise money to attend Shady Creek, they also generate funds for the Shady Creek Foundation, which in turn offers scholarships and grants to schools and students.

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Dr. Baljinder Dhillon, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2017/2018

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Carlin Coppin ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 70 pupils and agrees to pay an amount **equal to \$240.00 per pupil** if scheduled for a five-day week and **\$219.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2018.**
2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by *September 1, 2017 for fall scheduled schools and December 1, 2017, for spring scheduled schools* to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.
3. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.
 - a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

Creek Resident Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.

b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.

c. Administrator: District's attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator.

d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the district a \$500.00 stipend for providing a School Nurse or a \$360.00 stipend for providing a Health Technician.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Resident Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

4. Cabin Counselors. In addition to the adult supervision required in Section 3, District shall provide cabin counselors at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one counselor per cabin and shall establish a selection procedure which ensures competent and responsible counselors. The cabin counselors are not required to be over the age of 18. However, in the event that the cabin counselors are minors, District shall require a parent or guardian of the cabin counselor to sign the release on the counselor health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional counselors there will be a fee of ½ the student price for the additional counselors.

5. Transportation. District shall be responsible for providing transportation of all employees, students, counselors and staff to and from Shady Creek.

6. Safety. District shall be solely and completely responsible for the safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek. District, its employees, volunteers and students shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

7. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, counselor, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

Western Placer School District

By: Kerry Collier
(Authorized signature)

Dated: 10/5/17

Sutter County Superintendent of Schools

By: Shannon Crava
Sutter County Superintendent of Schools

Dated: 9/1/2017

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **November 1, 2017**.

The District designates as Program Coordinator.

Name: Shameyn Coyle

From: Carlin C. Coppin Elem.
(school or office)

Phone: 916 145-6390

Please provide us with an email address for further correspondence:

Email: SCOyle@wpusd.k12.ca.us

Participating Teachers email address:

Jennifer Robbins - jrobbins@wpusd.k12.ca.us

Tiffany McGuire - tmcguire@wpusd.k12.ca.us

SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



Billing and Reservations:
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949 - (530) 822-3039 Fax

Camp Address:
18601 Pathfinder Way, Nevada City, CA 95959
(530) 292-3436 - (530) 292-3536 Fax



Shannon Cueva, Director

BILLING TO:

Carlin Coppin

150 E 12th St

Lincoln, CA 95648

Attention: Principal

DATE:

August 31, 2017

INVOICE:

18-0064

Shady Creek Outdoor School Program Spring 2018 - First Installment

TOTAL CHARGES:	70	participants	@	\$	219.00	4-day	\$ 15,330.00
		participants	@	\$	240.00	5-day	\$ -
						Total	<u>\$15,330.00</u>

First Installment 50%

Total Due:

\$ 7,665.00

Payment Due December 1, 2017

MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE

Please return check to: Shady Creek Outdoor School, Attn. Monica Ramos
970 Klamath Ln., Yuba City, CA 95993



SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER

Camp Address:
16601 Pathfinder Way, Nevada City, CA 95959
(530) 822-2470 - (530) 292-3538 Fax

Billing and Reservations:
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949 - (530) 822-3039 Fax



Shannon Cueva, Director

Revised 9/12/17
Spring 2018

Week No.	School	Pupils	Grade	Admin/Nurse
Wk 1 January 16 - 19 4-day	Shasta (110) Marigold (80)	180	5	Shasta
Wk 2 January 22 - 26	Browns(19) Brittan (55) Franklin (60) Nuestro (25) Pleasant Grove (21) Meridian (10) Marcum (22)	212	6	Franklin
Wk 3 Jan 29 - Feb 2	YES Charter (30) CORE Butte (16) Clear Creek (40) Princeton (15)	101	5, 6	Clear Creek
Wk 4 Feb 5 - 9	Durham (80) Biggs (55) Blue Oak (55)	190	6	Biggs
Wk 5 Feb 13 - 16 4-day	Tierra Buena (84) Lincoln Elementary (90) Yuba City Charter (19)	193	5	YCUSD
Wk 6 Feb 20 - 23 4-day	Carlton Coppin (70) Sheridan (14)	84	5	TBD
Wk 7 Feb 26 - March 2	PCMS (52) CCCS (30) Pine Ridge (80) Achieve Charter (30)	202	6	PCMS
Wk 8 March 5 - 9	Allison (50), Whitehead (60) CORE Marysville (20) Paragon (50) Yuba Co. Career Prep (8)	186	6, 5	Allison
Wk 9 March 12 - 16	Egling (110) Maxwell (29) Concow (17) Princeton (13) Camptonville (9)	178	5,6	Egling
Wk 10 March 20 - 23 4-Day	First Street School (80) Andros Karperos (75) Vina (25) Cedar Lane (35)	215	5	First Street
Wk 11 March 26 - 29 4-Day	Emma Wilson (84) Forest Ranch Charter (20) Sierra View (101)	205	5	Sierra View
Wk 12 April 3 - 6 4-Day	Rosedale (80) Parkview (85) Chapman (45)	210	5	Rosedale
Wk 13 April 9 - 13	Plumas Lake (5th - 130) Mills Elem. (60)	190	5	Plumas Lake
Wk 14 April 16 - 20	Johnson Jr. High (130) Williams (90)	220	6	Williams
Wk 15 April 23 - 27	Central Gaither (28) Barry (48) Butte Vista (110)	186	5	YCUSD
Wk 16 April 30 - May 4	Corning (200)	200	6	Corning
Wk 17 May 8 - 11 4-Day	McManus (70) Ella (65) Neal Dow (60)	195	5	Ella
Wk 18 May 14 - 18	Arboga (50) Edgewater (50) Johnson Park (45) Olivehurst (70)	215	6	Arboga
Wk 19 May 21 - 25	McKenney (100) Linda (75)	175	6	Linda
	Total	3537		

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.
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4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

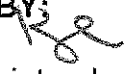
SUBJECT:

Ratification of Contract with University California
Davis for professional development in 2017-2018

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Lincoln High School LCFF
Supplemental

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with University California Davis, "The History Project" for a series of professional learning seminars for Lincoln High School history-social science teachers known as "Implementing the New Framework's Four Shifts" as more fully described in "Exhibit A". This training will enhance teachers' skills in providing effective instruction to high school students.

RECOMMENDATION:

Administration recommends that the Board ratify the contract proposal agreement between University California Davis and Western Placer Unified School District.

UNIVERSITY SERVICES AGREEMENT
(Western Placer Unified School District)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its Davis Campus "The History Project UC Davis" (the Facility) and WESTERN PLACER UNIFIED SCHOOL DISTRICT (Sponsor).

R E C I T A L S

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Sponsor have been determined to serve purposes consistent with University objectives and their provision to Sponsor not to adversely affect the conduct of University activities; and

WHEREAS, Sponsor has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Sponsor.

T E R M S A N D C O N D I T I O N S

1. Services. University shall provide a series of professional learning seminars for Sponsor's high school history-social science teachers known as "Implementing the New Framework's Four Shifts as more fully described in "Exhibit A", attached hereto and incorporated herein. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from the date last signed below through April 30th, 2018
4. Payment. Fees for services by Facility shall be based upon Facility's most recent approved rate of \$500.00 per hour for 6 hours of service. The total cost of services to produce the 4-day seminar shall not exceed \$12,000.00. Facility will provide Sponsor 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement.

Sponsor shall pay for services within 30 days of Sponsor's receipt of University's invoice. Facility reserves the right to suspend performance of services if Sponsor fails to make payment in full within 60 days.

5. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

- 5.1. Evidence of Insurance. Upon University's request, Sponsor shall provide University written evidence of Sponsor's insurance coverage relevant to the presence or activity of Sponsor, its officers, agents, and employees while in, on or about University property. In the event Sponsor's coverage is not acceptable to University, University shall have the right to immediately suspend services. If Sponsor fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.

- 5.2. Patent Infringement. Sponsor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from Sponsor's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.

6. Non-Liability of University.

- 6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against Sponsor by any third party, or consequential damages.

- 6.2. Delay/Desired Result. University shall incur no liability to Sponsor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.

- 6.3. Property Damage. University shall incur no liability to Sponsor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Sponsor or delivered to University by Sponsor in connection with this agreement. Sponsor accepts all liability for risk of loss to any and all such property.

- 6.4. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by Sponsor.

7. Confidential Information. During the course of this agreement, Sponsor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Sponsor shall submit confirmation in writing within five days of such disclosure.

UCD # A35288

Page 2 of 5

- 7.1. University's Obligation. University shall treat Sponsor's Confidential Information in the same manner as University treats its own similar information. Upon Sponsor's written request, University shall use reasonable means to protect Sponsor's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by Sponsor. Should such protection occur, any related costs shall be borne by Sponsor. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Sponsor that Confidential Information is being sought by a third party, to afford Sponsor an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Sponsor's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Sponsor's request, University agrees to cease using all Confidential Information and to return it promptly to Sponsor.
- 7.3. Time Limitation. University shall not divulge Sponsor's Confidential Information for a period of three years following termination of this agreement, or earlier if Sponsor makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by Sponsor's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY SPONSOR FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Shipment of Restricted Materials. In the event that Sponsor will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to Sponsor following completion of Services or termination of this agreement), application for such authorization or permit shall be solely at Sponsor's initiative, risk, cost, and expense.

10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described in Exhibit A.
11. Use of University's Name. Sponsor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
12. Termination. University may terminate this agreement at any time by giving Sponsor 30 calendar days' written notice of such action.
13. Notices. Notices shall be directed to the appropriate parties at the following addresses:
 - 13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

<p>UNIVERSITY Zahir A. Mohammed Business & Revenue Contracts University of California, Davis One Shields Avenue Davis, CA 95616 E-mail: zamohammed@ucdavis.edu</p>	<p>SPONSOR Western Placer USD Kerry Callahan 600 6th St STE 400 Lincoln, CA 95648 E-mail: kcallahan@wpusd.k12.ca.us</p>
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 - 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

<p>Rosemary Renteria The History Project University of California One Shields Avenue Davis, CA 95616</p>	<p>Telephone: (530)752-0572 E-mail: rmrenteria@ucdavis.edu</p>
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14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
16. Governing Law. This agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
18. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.

19. Entire Agreement. The terms of Sponsor's addendum or purchase order shall have no effect on the terms and conditions of this agreement. This agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Kerry Callahan By: _____
(authorized signature)

Kelly Gilmore
Associate Director
Procurement & Contracting Services
UC Davis Contracting Services

Print name: Kerry Callahan

Title: Asst. Sup. of Ed Serv.

Date: 10/5/17

Date: _____

EXHIBIT: A



Scope of Work *Implementing the New Framework's Four Shifts* Professional Learning for Lincoln High School Western Placer Unified School District 2017– 2018 Academic Year

Background: Lincoln High School (LHS) seeks professional learning programming focused on implementing the new *History-Social Science Curriculum Framework for California Public Schools* with a focus on academic literacy for their high school history-social science teachers.

Services

To meet the needs of LHS, its history-social science teachers, and their students, the History Project at UC Davis (HP) proposes a series of professional learning seminars called *Implementing the New Framework's Four Shifts*. These seminars will provide an introduction to the four shifts, exploration of the updated content, analysis and practice in how to use inquiry to frame instruction, examination of frames and strategies for addressing literacy, support for developing academic language in the classroom, strategies for developing historical thinking and analysis skills, and discussion on preparing students for civic life.

Logistics

The History Project will supply all materials and supplies for up to 12 participants. LHS staff will be responsible for recruitment, accommodations, technology, and facilities. LHS staff will set up the room, ensure that available technology is in good working order, and provide water.

Project Period

October 2017 – April 2018

Cost

4 days @ 6 hours/day @ \$500/hour = \$12,000

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract – Outfront Media
and Western Placer Unified School District –
Promotional Advertisement Billboard

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Mandate Funds-One-Time

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Outfront Media and Western Placer Unified School District for the promotional advertising billboards in Lincoln, CA. The advertising will be billboard promotions highlighting Western Placer Unified School District. The cost of these services will be \$8,794.79 and will be paid with one-time Mandate Funds.

RECOMMENDATION:

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

ADVERTISER AGREEMENT

PAGE 1 OF 4

CONTRACT NO.: 2512221

DATE: 10/05/17

ADVERTISER: WESTERN PLACER UNIFIED SCHOOL DISTRICT

SALESPERSON: Sonia Goes (SZ5)

BRAND:

CLIENT SUPPLIES PRODUCTION: Yes

CAMPAIGN:

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

AGENCY Acct# 1117580
Angeion Consulting
600 Sixth Street
Lincoln, CA 95648
916-698-7887
Attn: Angelina Brown, MBA

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, "ADVERTISER/AGENCY" hereby contracts with OUTFRONT Media ("Company") for the display of advertising Copy ("Copy") on the outdoor advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below. Advertiser/Agency shall provide the Copy in the form and type specified by Company.
See Production Information Addendum page for shipping quantities and addresses.

Market	Posters/Unit# 65725-0	Media/Location(s)	Size	GRP/IMP 18+	Units	Advertising Period	No. of Periods	* Period Cost
Sacramento Posters	Hwy 65 1300.00 ft N/O Gladding Rd E/S F/N		10'5"x22'8"	30,100	1	10/23/17-10/21/18	13.00 4W	\$654.00

Special Instructions:

Net Agreement Total:

\$8,502.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER/AGENCY EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO WITH RESPECT TO TRANSIT DISPLAYS ONLY. THIS AGREEMENT CONSISTS OF THIS PAGE, THE PRODUCTION INFORMATION ADDENDUM PAGE, AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN. ALL OF WHICH ADVERTISER/AGENCY HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS AGREEMENT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER/AGENCY. FACSIMILE SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME COPY. AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THE SAME ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

40 ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

Asst Supt of Business Svs and Operations

ADVERTISER/AGENCY

AUTHORIZED SIGNATURE - TITLE

PLEASE PRINT

Audrey Kilpatrick

NAME - TITLE

DATE

10/10/17

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

PAGE 2 OF 4

CONTRACT NO.: 2512221

DATE: 10/03/17

ADVERTISER: WESTERN PLACER UNIFIED SCHOOL DISTRICT

SALESPERSON: Sonia Goes (\$25)

BRAND:

CAMPAIGN:

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S
MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE



AGENCY Acct# 1117580
Angeton Consulting
600 Sixth Street
Lincoln, CA 95648
916-698-7887
Attn: Angelina Brown, MBA

Market	Media/Location(s)	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Sacramento Posters	Posters/Unit# 65725-O Hwy 65 1300.00 ft N/O Gladding Rd E/S F/N	10'5"x22'8"	10/09/17	1	OUTFRONT Media 8174 Berry Ave. Sacramento, CA 95828		

1. As used in this herein, Company shall mean OUTFRONT Media and Advertiser shall mean and be deemed to include, in addition to Advertiser, any advertising agency or any other agent or licensee of Advertiser (collectively "Advertiser").

2. At least ten (10) working days before the estimated start date, Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company, sufficient supply of advertising copy, in form and type specified by Company along with written notice to Company setting forth required posting instructions. If copy is not so received, a loss of service may occur or additional costs may be charged by Company although commercially reasonable efforts will be used to post copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of receipt of late received copy, a fee of not less than \$650 per location will be payable. In any event, if copy is not received in a timely manner, Company may use subject locations in any manner, without limiting Advertiser's liability to pay for such space prior to posting the late received copy. If Copy is furnished and delivered as required above and such Copy is not rejected by Company pursuant to the terms hereof (i) the Copy shall be posted, and (ii) in the case of showing based programs the Copy shall be Significantly Posted (as hereinafter defined) by Company within five (5) working days of the date for the commencement of the Advertising Period set forth on the first page of this Agreement. For the purposes hereof, a program shall be deemed to be Significantly Posted if at least 85% of the program has been posted. Nudity, pornographic, profane or obscene copy shall not be permitted. The character, design, text and illustrations on advertising copy and the material used shall be subject to approval by Company and by location owner, transit company/authority or third party controlling location ("Owner"). If copy is rejected, Advertiser shall continue to be liable for the full term of this Contract and Advertiser shall be responsible for providing an acceptable replacement copy within ten days of notification that a previous copy was rejected. If production is received after the date specified by Company, Company shall be entitled to full payment for the contract period even if partial or no display results. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities arising out of the advertising material displayed under this Contract, including but not limited to any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right and reasonable attorneys' fees and expenses incurred in defending any such claims.

3. Should Advertiser's copy be damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, or if lost or stolen, Advertiser shall furnish a replacement copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement copy, Company may use the location involved in any manner, without releasing Advertiser from obligation to pay for such location. Unless otherwise specified on the face hereof, there will be a service charge for all installations on walls and for any changes in any display material after initial placement. All designs for displays produced by Company will be faithfully reproduced. Company will maintain displays in good condition to the extent of matters reasonably within Company's control or assumed responsibilities. Any repainting or reposting requested by Advertiser in addition to that specified herein, if any, shall be paid by Advertiser in advance per Company's current quoted prices.

4. If for any reason whatsoever during the term hereof (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) any location becomes

obstructed, destroyed or defaced, or (iii) Company fails to timely meet its posting requirements hereunder, any resulting loss of advertising shall not be deemed a breach or termination of this Contract. Company shall have the option to replace lost locations with locations of equal value per Company's prices and/or classifications, or to issue a pro-rated credit. Any delay in commencing of service and/or posting of fewer locations than specified and/or resulting loss of advertising service caused by any reason whatsoever, shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by extending the Advertising Period of this Contract to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value, or at Company's option, result in a pro-rated credit, with all other remedies at law or equity being expressly waived by Advertiser. Notwithstanding anything contained herein to the contrary, if any location is lost for any reason whatsoever, Company shall also have the option to terminate this Contract and receive payment in full for services through the termination date.

5. Where illuminated displays are provided, illumination will be from dusk to midnight. If illumination is halted or reduced for any reason, including but not limited to operation of law or malfunction of equipment, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of fifteen percent (15%) of the contract price for the impacted period, provided Advertiser shall have first given written notice to Company of the illumination problem and same continues for more than five (5) days after Company's receipt of such notice.

6. Advertiser shall inspect the display within three (3) days after installation. Unless within such period Advertiser gives written notice to Company specifying any defect, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including content and location of displays. If after installation of display Owner disapproves any advertisement, or if adverse publicity results from any display, Company shall have the right to remove advertisement and, at its option, either terminate this Contract or request a new acceptable advertisement copy pursuant to paragraph 2 above. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term, withdraw credit and Company may thereupon require partial or full payment of the remaining contract amount in advance. In the event of any termination under this paragraph, Advertiser's obligation shall cease as of the effective termination date.

7. Agency and Advertiser shall be jointly and severally liable for payment of the amounts owed under this Contract. In the event of default or material breach by Advertiser/Agency, in addition to other remedies available at law, Company may: (a) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (b) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (c) remove all of Advertiser's displays without limiting Advertiser's liability hereunder; and/or (d) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser/Agency hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company. In the event of legal action arising out of this Contract, Company shall be entitled to recover its reasonable

attorneys' fees and out of pocket expenses. This Contract and all related claims shall be construed according to the laws of the State of Arizona and Maricopa County, Arizona shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action.

8. Invoicing will be rendered monthly in advance dating from the commencement date of the first advertising period. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within fifteen (15) days thereof. Non-receipt of invoices or lack of invoicing, shall not impact Advertiser's liability hereunder. Any discounts given shall be forfeited/reversed for invoices not paid within sixty (60) days from the date thereof. All rates and adjustments are computed on the basis of thirty (30) days to the month, unless a different period is specified on the face hereof. Invoices shall be due thirty (30) days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% annual), or such lesser rate permitted by law. Notwithstanding the foregoing, in the event that Advertiser desires to make payment by credit card, Company shall have the right, at Company's option, to either (a) require Advertiser to pay all amounts due or coming due under the Contract on the date of the credit card payment or (b) require Advertiser to set up recurring payments whereby the Advertiser's credit card is charged on each invoice date for the full invoice amount.

9. Company shall not be held responsible for unused posters, displays or other copy provided by Advertiser and Company may dispose of any such materials. Company may promote Company's own business through the use of Advertiser's posters or displays in any manner whatsoever. Company is an Equal Opportunity Employer.

10. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. Notwithstanding the foregoing, agreements for transit displays may be cancelled by Advertiser upon providing at least 90-days written notice prior to affected posting date, with Advertiser paying, upon invoicing, short rate for actual length of term.

11. The following provisions shall be applicable in the event that this Contract shall be for the display of advertising copy on a LED, LCD or other digital display sign ("Digital Sign"): Notwithstanding anything herein to the contrary, the Company shall be not obligated to display the copy for more than 91% of the display time provided hereunder (the "Guaranteed Display Time"). If the Company displays the copy for at least the Guaranteed Display time, there shall be no reduction in the fee paid hereunder or extension of the term hereof. If the Company displays the copy for less than the Guaranteed Display Time, the Company shall, in its sole discretion, either

(i) terminate this Contract and reimburse the Advertiser for fees paid relating to the period for which the copy was not displayed for at least the Guaranteed Display Time, (ii) equitably extend the Advertising Period of this Contract at the contracted location or a replacement location of equal value, or (iii) issue to Advertiser a pro-rated credit for advertising services equivalent to the period for which copy was not displayed for the Guaranteed Display Time. The Advertiser hereby expressly waives all other remedies at law or equity, and the Company shall have no other liability to the Advertiser as a result of any failure to display the copy for at least the Guaranteed Display Time. In addition to the foregoing, the Company shall have the right at any time to preempt the display of copy in order to utilize the Digital Sign(s) for public service messages in connection with (i) an Amber Alert, or (ii) at the request of any Federal, State or local authority, any public emergency (including but not limited to emergencies related to homeland security) (an "Emergency Interruption"). In such event, the Company shall not be in breach of this Contract and the Company shall have no liability to the Advertiser pursuant to the preceding paragraph or otherwise as a result of any such Emergency Interruption. The Advertiser hereby expressly waives any remedies at law or equity to which the Advertiser might otherwise be entitled as a result of such Emergency Interruption. For the purposes of the provisions hereof pertaining to the display of advertising on a Digital Sign, "copy" shall be deemed to mean any advertisement displayed on such sign whether the same is animated, static or otherwise, specifically including, but not limited to, streaming content or digital images, as applicable.

12. Agency/Advertiser hereby represents, warrants and confirms that it is aware of the requirements of 18 U.S.C. §§ 2257-2257A and that it fully complies with them either by certifying to the U.S. Attorney General, in the form required by 28 C.F.R. § 75.9, that Agency/Advertiser collects and maintains individually identifiable information relating to models used in the advertisement to be displayed pursuant to the terms hereof (including but not limited to their names, addresses, and dates of birth) in accordance with applicable Federal and/or State tax and labor or other law, or that Agency/Advertiser creates, maintains, cross-indexes and makes available for inspection records as required by 28 C.F.R. §§ 75.2-75.5. Upon request, Agency/Advertiser will provide Company with proof of its compliance.

13. If the advertising copy concerns a political, religious or social issue, the Advertiser and Agency shall not make any press release or other public announcement or media outreach regarding this Agreement or the related advertising copy that refers to the Company without the Company's express prior written consent (which consent may be granted or denied in the Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of the Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.

End of Terms and Conditions



ADVERTISING NON-SPACE AGREEMENT

Contract #: 2512226
Date: 10/05/17
Page: 1 of 3

Angeion Consulting

"ADVERTISER/AGENCY" hereby contracts with OUTFRONT MEDIA (OUTFRONT) for the production, installation or services advertising display as described below upon the terms and conditions set forth in this contract. The artwork furnished to OUTFRONT Media requires the following special handling and/or embellishment features not included in normal execution of advertising space:

Market/Media	Specifications	#Units	Copy Size	Total Sq. Ft.	Date(s)	No. of Periods	Period Cost Tax Value Barter Value	Period Total
Sacramento Posters Production Costs		1	12"3"x24"6"		10/23/17	1.00	\$273.00 \$19.79	\$292.79

Advertiser WPUSD

Agency ANGEION

Ref. Space Contract # 2512221

Customer Ref #

Special Instructions

Total Net Amount: \$273.00
Total Shipping Cost: \$0.00
Total Sales Tax: \$19.79
Net Agreement Total: \$292.79

Approval must be provided prior to completion of all special embellishment features. This agreement is non-cancelable by advertising/agency. This agreement consists of this page and the OUTFRONT Media terms and conditions incorporated herein, all of which advertiser/agency hereby acknowledges receiving and approving. Facsimile signatures shall have the same force and effect as original signatures. Agency and/or the signatory hereto represents and warrants that they are authorized to execute the same on behalf of and bind the advertiser and that the advertiser approves same.

Sales A.E. Sonia Goes (S25)

Approval

By

Date

Return To

OUTFRONT Media
2512 River Plaza Dr, 1st Floor
Sacramento, CA 95833
(209) 466-5021

Advertiser/Agency

Print Name/Title

Date

Bill To

Billing Address

Angieion Consulting (Acct# 1117580)
600 Sixth Street
Lincoln, CA 95648
916-698-7887
Attn: Angelina Brown, MBA

Angieion Consulting

Angieion Consulting (Acct# 1117580)
600 Sixth Street
Lincoln, CA 95648
916-698-7887
Attn: Angelina Brown, MBA

1. As used in this herein, Company shall mean OUTFRONT Media and Advertiser shall mean and be deemed to include, in addition to Advertiser, any advertising agency or any other agent or licensee of Advertiser (collectively "Advertiser").

2. At least ten (10) working days before the estimated start date, Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company, sufficient supply of advertising copy, in form and type specified by Company along with written notice to Company setting forth required posting instructions. If copy is not so received, a loss of service may occur or additional costs may be charged by Company although commercially reasonable efforts will be used to post copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of receipt of late received copy, a fee of not less than \$650 per location will be payable. In any event, if copy is not received in a timely manner, Company may use subject locations in any manner, without limiting Advertiser's liability to pay for such space prior to posting the late received copy. If Copy is furnished and delivered as required above and such Copy is not rejected by Company pursuant to the terms hereof (i) the Copy shall be posted, and (ii) in the case of showing based programs the Copy shall be Significantly Posted (as hereinafter defined) by Company within five (5) working days of the date for the commencement of the Advertising Period set forth on the first page of this Agreement. For the purposes hereof, a program shall be deemed to be Significantly Posted if at least 85% of the program has been posted. Nudity, pornographic, profane or obscene copy shall not be permitted. The character, design, text and illustrations on advertising copy and the material used shall be subject to approval by Company and by location owner, transit company/authority or third party controlling location ("Owner"). If copy is rejected, Advertiser shall continue to be liable for the full term of this Contract and Advertiser shall be responsible for providing an acceptable replacement copy within ten days of notification that a previous copy was rejected. If production is received after the date specified by Company, Company shall be entitled to full payment for the contract period even if partial or no display results. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities arising out of the advertising material displayed under this Contract, including but not limited to any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right and reasonable attorneys' fees and expenses incurred in defending any such claims.

3. Should Advertiser's copy be damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, or if lost or stolen, Advertiser shall furnish a replacement copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement copy, Company may use the location involved in any manner, without releasing Advertiser from obligation to pay for such location. Unless otherwise specified on the face hereof, there will be a service charge for all installations on walls and for any changes in any display material after initial placement. All designs for displays produced by Company will be faithfully reproduced. Company will maintain displays in good condition to the extent of matters reasonably within Company's control or assumed responsibilities. Any repainting or reposting requested by Advertiser in addition to that specified herein, if any, shall be paid by Advertiser in advance per Company's current quoted prices.

4. If for any reason whatsoever during the term hereof (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) any location becomes

obstructed, destroyed or defaced, or (iii) Company fails to timely meet its posting requirements hereunder, any resulting loss of advertising shall not be deemed a breach or termination of this Contract. Company shall have the option to replace lost locations with locations of equal value per Company's prices and/or classifications, or to issue a pro-rated credit. Any delay in commencing of service and/or posting of fewer locations than specified and/or resulting loss of advertising service caused by any reason whatsoever, shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by extending the Advertising Period of this Contract to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value, or at Company's option, result in a pro-rated credit, with all other remedies at law or equity being expressly waived by Advertiser. Notwithstanding anything contained herein to the contrary, if any location is lost for any reason whatsoever, Company shall also have the option to terminate this Contract and receive payment in full for services through the termination date.

5. Where illuminated displays are provided, illumination will be from dusk to midnight. If illumination is halted or reduced for any reason, including but not limited to operation of law or malfunction of equipment, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of fifteen percent (15%) of the contract price for the impacted period, provided Advertiser shall have first given written notice to Company of the illumination problem and same continues for more than five (5) days after Company's receipt of such notice.

6. Advertiser shall inspect the display within three (3) days after installation. Unless within such period Advertiser gives written notice to Company specifying any defect, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including content and location of displays. If after installation of display Owner disapproves any advertisement, or if adverse publicity results from any display, Company shall have the right to remove advertisement and, at its option, either terminate this Contract or request a new acceptable advertisement copy pursuant to paragraph 2 above. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term, withdraw credit and Company may thereupon require partial or full payment of the remaining contract amount in advance. In the event of any termination under this paragraph, Advertiser's obligation shall cease as of the effective termination date.

7. Agency and Advertiser shall be jointly and severally liable for payment of the amounts owed under this Contract. In the event of default or material breach by Advertiser/Agency, in addition to other remedies available at law, Company may: (a) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (b) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (c) remove all of Advertiser's displays without limiting Advertiser's liability hereunder; and/or (d) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser/Agency hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company. In the event of legal action arising out of this Contract, Company shall be entitled to recover its reasonable

attorneys' fees and out of pocket expenses. This Contract and all related claims shall be construed according to the laws of the State of Arizona and Maricopa County, Arizona shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action.

8. Invoicing will be rendered monthly in advance dating from the commencement date of the first advertising period. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within fifteen (15) days thereof. Non-receipt of invoices or lack of invoicing, shall not impact Advertiser's liability hereunder. Any discounts given shall be forfeited/reversed for invoices not paid within sixty (60) days from the date thereof. All rates and adjustments are computed on the basis of thirty (30) days to the month, unless a different period is specified on the face hereof. Invoices shall be due thirty (30) days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% annual), or such lesser rate permitted by law. Notwithstanding the foregoing, in the event that Advertiser desires to make payment by credit card, Company shall have the right, at Company's option, to either (a) require Advertiser to pay all amounts due or coming due under the Contract on the date of the credit card payment or (b) require Advertiser to set up recurring payments whereby the Advertiser's credit card is charged on each invoice date for the full invoice amount.

9. Company shall not be held responsible for unused posters, displays or other copy provided by Advertiser and Company may dispose of any such materials. Company may promote Company's own business through the use of Advertiser's posters or displays in any manner whatsoever. Company is an Equal Opportunity Employer.

10. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. Notwithstanding the foregoing, agreements for transit displays may be cancelled by Advertiser upon providing at least 90-days written notice prior to affected posting date, with Advertiser paying, upon invoicing, short rate for actual length of term.

11. The following provisions shall be applicable in the event that this Contract shall be for the display of advertising copy on a LED, LCD or other digital display sign ("Digital Sign"): Notwithstanding anything herein to the contrary, the Company shall be not obligated to display the copy for more than 91% of the display time provided hereunder (the "Guaranteed Display Time"). If the Company displays the copy for at least the Guaranteed Display time, there shall be no reduction in the fee paid hereunder or extension of the term hereof. If the Company displays the copy for less than the Guaranteed Display Time, the Company shall, in its sole discretion, either

(i) terminate this Contract and reimburse the Advertiser for fees paid relating to the period for which the copy was not displayed for at least the Guaranteed Display Time, (ii) equitably extend the Advertising Period of this Contract at the contracted location or a replacement location of equal value, or (iii) issue to Advertiser a pro-rated credit for advertising services equivalent to the period for which copy was not displayed for the Guaranteed Display Time. The Advertiser hereby expressly waives all other remedies at law or equity, and the Company shall have no other liability to the Advertiser as a result of any failure to display the copy for at least the Guaranteed Display Time. In addition to the foregoing, the Company shall have the right at any time to preempt the display of copy in order to utilize the Digital Sign(s) for public service messages in connection with (i) an Amber Alert, or (ii) at the request of any Federal, State or local authority, any public emergency (including but not limited to emergencies related to homeland security) (an "Emergency Interruption"). In such event, the Company shall not be in breach of this Contract and the Company shall have no liability to the Advertiser pursuant to the preceding paragraph or otherwise as a result of any such Emergency Interruption. The Advertiser hereby expressly waives any remedies at law or equity to which the Advertiser might otherwise be entitled as a result of such Emergency Interruption. For the purposes of the provisions hereof pertaining to the display of advertising on a Digital Sign, "copy" shall be deemed to mean any advertisement displayed on such sign whether the same is animated, static or otherwise, specifically including, but not limited to, streaming content or digital images, as applicable.

12. Agency/Advertiser hereby represents, warrants and confirms that it is aware of the requirements of 18 U.S.C. §§ 2257-2257A and that it fully complies with them either by certifying to the U.S. Attorney General, in the form required by 28 C.F.R. § 75.9, that Agency/Advertiser collects and maintains individually identifiable information relating to models used in the advertisement to be displayed pursuant to the terms hereof (including but not limited to their names, addresses, and dates of birth) in accordance with applicable Federal and/or State tax and labor or other law, or that Agency/Advertiser creates, maintains, cross-indexes and makes available for inspection records as required by 28 C.F.R. §§ 75.2-75.5. Upon request, Agency/Advertiser will provide Company with proof of its compliance.

13. If the advertising copy concerns a political, religious or social issue, the Advertiser and Agency shall not make any press release or other public announcement or media outreach regarding this Agreement or the related advertising copy that refers to the Company without the Company's express prior written consent (which consent may be granted or denied in the Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of the Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.

End of Terms and Conditions

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract – National
CineMedia, LLC and Western Placer
Unified School District – Promotional Advertisements
At Blue Oaks Theater

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Mandate Funds-One-Time

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with National CineMedia, LLC (NCM) and Western Placer Unified School District for the regional exhibition of advertising at Blue Oaks Theater in Rocklin, CA. The advertising will be in-theater promotions highlighting Western Placer Unified School District. The cost of these services will be \$11,575.00 and will be paid with one-time Mandate Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between National CineMedia, LLC and Western Placer Unified School District.

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows

Advertiser Information	Billing Information	Account Director Information
Western Placer Unified School District 600 Sixth Street Suite 400 Lincoln, CA 95648 Phone: (916) 698-7887 645-6350 Fax: Audrey Kilpatrick akilpatrick@wpusd.k12.ca.us	Western Placer Unified School District 600 Sixth Street Suite 400 Lincoln, CA 95648 Phone: (916) 698-7887 645-6350 Fax: Audrey Kilpatrick akilpatrick@wpusd.k12.ca.us	Acct. Dir.: Chris Aragon Phone: +1 (916) 253-7701 Fax: (916) 273-4656 Email: Chris.Aragon@ncm.com

Order: ORD-1710-00355 Type: New

2017

Seg 3

Start: 10/27/2017 End: 10/25/2018

Weeks: 52.00 Weight: A

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
433026	CNK1012	Century Blue Oaks with XD	Rocklin, California	16	\$12.04	\$10,020.00

Regional LEN

Start: 10/27/2017 End: 10/25/2018

Weeks: 52.00 Weight: A

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
433026	CNK1012	Century Blue Oaks with XD	Rocklin, California	16	\$5.00	\$260.00

Regional LEN

Start: 10/27/2017 End: 10/25/2018

Weeks: 52.00 Weight: A

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
433026	CNK1012	Century Blue Oaks with XD	Rocklin, California	16	\$5.00	\$260.00

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 • Centennial, Colorado 80112 • 800.828.2828

Regional LEN

Start: 10/27/2017

End: 10/25/2018

Weeks: 52.00

Weight: A

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
433026	CNK1012	Century Blue Oaks with XD	Rocklin, California	16	\$5.00	\$260.00

Proposed rates are held 4 weeks from the date of this proposal

Regional Insertion Order Agreement

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Payment	Comments & Special Instructions:	Total Media
Payment Terms: Monthly	Will not run in R rating.	Media Services
Payment Method: Check		Creative Services
P.O. Number:		Other Services
		Total Due

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM

Audrey Keipatrick

Advertiser Name/Tide: Asst Supt of Business Sys and Operations

Date: 10/9/17

National CineMedia, LLC

Date:

Order Number: ORD-1710-00355					
A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

NATIONAL CINEMEDIA, LLC ADVERTISING REGIONAL INSERTION ORDER AND AGREEMENT Terms and Conditions

The Agreement between National CineMedia, LLC ("NCM") and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

1. **NCM Services.** Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement.

2. **In-Theatre Advertising.** All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or group of motion pictures with particular movie ratings. The screen count or theatre locations for In-Theatre Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser.

3. **Internet and Online Advertising.** The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "IAB Terms"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the IAB Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the IAB Terms and Section III(c) of the IAB Terms is deleted. In the event of any conflict between the terms of this Agreement and the IAB Terms, the terms of this Agreement will control.

4. **Fees and Payment.** Advertiser will pay all fees as specified on each Order within 30 days of invoice. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. **Advertiser Obligations.** In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 business days in advance but not more than 20 business days in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising (dependent upon Advertising vehicle selected or if otherwise agreed to by the parties).

6. Content.

6.1 **Advertiser Content.** All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content") is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at <http://adspecs.ncm.com>. NCM reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason. NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "Licenses") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising in connection with the promotion of NCM's business.

6.2 **NCM Content.** All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("NCM Content"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. **Promotional Materials.** All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("Promotional Materials") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. **Representations and Warranties.** Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects and

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, litigation, suit or proceeding alleging that either party does not have such rights.

Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, any Promotional Materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days' notice to Advertiser for any other reason. Upon termination for breach by Advertiser, Advertiser will not be entitled to the refund of any prepaid fees. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. NCM and its affiliates will be named as additional insureds on such policy, and the policy will provide that it will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Arapahoe County, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. In the event that any terms that may appear on an Advertiser's or agency's form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder.

Creative Production Order Form

Page 1

Advertiser Information Western Placer Unified School District 600 Sixth Street Suite 400 Lincoln, CA 95648 Phone: (916) 698-7887 Fax: Audrey Kilpatrick akilpatrick@wpusd.k12.ca.us	Billing Information Western Placer Unified School District 600 Sixth Street Suite 400 Lincoln, CA 95648 Phone: (916) 698-7887 Fax: Audrey Kilpatrick akilpatrick@wpusd.k12.ca.us	Account Director: Chris Aragon Phone: +1 (916) 253-7701 Fax: (916) 273-4656 Email: Chris.Aragon@ncm.com
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Order: ORD-1710-00355 Type: New

Creative Name: Western Placer Unified School District 433026

Start Date: 10/27/2017

Ratings: G, PG, PG-13, R

Notes / Special Instructions:

Media Services:

Description	Fee

Media Services SubTotal: \$0.00

Creative Services:

Description	Fee
:30 Animated Ad with VO	\$775.00

Creative Services SubTotal: \$775.00

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:

National CineMedia

Attention: Sales Operations

9110 East Nichols Avenue Suite 200

Centennial, Colorado 80112

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!

**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 Pending Change Orders for the
Lincoln High School Addition and Modernization
Project

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Michael Adell
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Measure A

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

On October 18, 2016, the Board accepted the bid and awarded a contract to Flint Builders, Inc., for the Lincoln High School Addition and Modernization project including the construction of a new single story classroom building and walkways, quad area site improvements including relocating four portables, and stadium area site improvements. The project has pending change orders for added scope of work, miscellaneous design components changed due to clarification/interpretation of drawings, health and safety, and unforeseen conditions in the field that have been negotiated and finalized. Pending change order scopes include electrical, low voltage, and interior and exterior repairs and improvements.

The attached Pending Change Orders totaling \$32,393.00 will increase the contract amount to \$7,959,614.00.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the Pending Change Orders for the Lincoln High School Addition and Modernization Project.

CHANGE ORDER REQUEST

FLINT

Page 1 of 1

Flint Builders Inc.
401 Derek Place
Roseville, CA 95678

COR #: 39
DATE: 8/22/2017

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

CONTRACT: 1629. Lincoln HS New Classroom Building
Addition and Modernization
600 Sixth Street, Suite 400
Lincoln, CA 95648

Move projectors and whiteboards up 12".

PROPOSED SCOPE OF WORK:

The white boards and short throw projectors were mounted per plans but per teacher use are too low for their use. we were directed to shift all the white boards and short throw projectors up 12". This required opening up the drywall, remounting the data and electrical rough in boxes and wire, patching back the drywall and paint. Remounting the white boards and projectors.

The prices below are valid until 08/29/2017.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	81	COR 39 Move projectors and whiteboards up 12".	\$11,350.00

TOTAL: 11,350.00

APPROVED BY: Western Placer Unified School District

SIGNED: _____

DATE: _____

SUBMITTED BY: Flint Builders Inc.

SIGNED: Craig Kinsman

DATE: _____

Digitally signed by Craig Kinsman
DN: C=US,
E=ckinsman@flintbuilders.com,
O=Flint Builders, OU=Sr. Project
Manager, CN=Craig Kinsman
Date: 2017.10.04 10:09:13-0700

Potential Change Order Request

1629. - Lincoln HS Addition and Modernization

FLINT

Page 1 of 1

DATE: 10/04/2017

TITLE: COR 39 Move projectors and whiteboards up 12".

PCO#: 81

To: Michael Adell
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648
Phone: 916.645.5100
Email: madell@wpusd.k12.ca.us

From: Craig Kinsman
Flint Builders Inc
401 Derek Place
Roseville, CA 95678
Phone: 916.757.1000
Email: ckinsman@flintbuilders.com

CC:

DESCRIPTION OF PROPOSAL:

The white boards and short throw projectors were mounted per plans but per teacher use are too low for their use. we were directed to shift all the white boards and short throw projectors up 12". This required opening up the drywall, remounting the data and electrical rough in boxes and wire, patching back the drywall and paint. Remounting the white boards and projectors.

PCO Item	Quantity	UM	Unit Price	Amount
1 : Electrical	0.000	LS	0.00000	\$5,811.00
2 : Carpentry	0.000	LS	0.00000	2,799.00
3 : Misc Specialties	0.000	LS	0.00000	1,308.00
4 : Clean up	0.000	LS	0.00000	884.00
5 : Paint Touch up	0.000	LS	0.00000	548.00
6 : OH&P	0.000	LS	0.00000	0.00
7 : Bonds & Insurance	0.000	LS	0.00000	0.00

Total: \$11,350.00

Submitted By:

Craig Kinsman

Digitally signed by Craig Kinsman
DN: cn=US,
E=ckinsman@flintbuilders.com, o=Flint
Builders, ou=Sr. Project Manager,
cn=Craig Kinsman
Date: 2017.10.04 10:09:25-07'00'

10/04/2017

Craig Kinsman
Flint Builders Inc

Date

Approved By:

Michael Adell
Western Placer Unified School District

Date

CHANGE ORDER REQUEST

FLINT

Page 1 of 1

Flint Builders Inc.
401 Derek Place
Roseville, CA 95678

COR #: 44
DATE: 9/06/2017

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

CONTRACT: 1629. Lincoln HS New Classroom Building
Addition and Modernization
600 Sixth Street, Suite 400
Lincoln, CA 95648

Add Data in Portables.

PROPOSED SCOPE OF WORK:

The existing portables had existing surface mounted data drops at the rear wall but the CCD did not show these as existing drops. The subcontractor priced and installed what was on the drawings. The data drops at the rear of the classroom were needed.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	83	COR 44 Add Data in Portables.	4,484.00

TOTAL: 4,484.00

APPROVED BY: Western Placer Unified School District

SIGNED: _____

DATE: _____

SUBMITTED BY: Flint Builders Inc.

SIGNED: Craig Kinsman
DATE: _____

Digitally signed by Craig Kinsman
DN: C=US,
E=cskinsman@flintbuilders.com,
O=Flint Builders, OU=Sr. Project
Manager, CN=Craig Kinsman
Date: 2017.10.10 09:50:03-0700'

Potential Change Order Request

1629. - Lincoln HS Addition and Modernization

FLINT

Page 1 of 1

DATE: 10/10/2017

TITLE: COR 44 Add Data in Portables.

PCO#: 83

To: Michael Adell
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648
Phone: 916.645.5100
Email: madell@wpusd.k12.ca.us

From: Craig Kinsman
Flint Builders Inc
401 Derek Place
Roseville, CA 95678
Phone: 916.757.1000
Email: ckinsman@flintbuilders.com

CC:

DESCRIPTION OF PROPOSAL:

The existing portables had existing surface mounted data drops at the rear wall but the CCD did not show these as existing drops. The subcontractor priced and installed what was on the drawings. The data drops at the rear of the classroom were needed.

PCO Item	Quantity	UM	Unit Price	Amount
1 : Electrical Low Voltage	0.000	LS	0.00000	4187.00
2 : OH & P	0.000	LS	0.00000	209.00
3 : Bonds & Insurance	0.000	LS	0.00000	88.00

Total:4,484.00

Submitted By:

Craig Kinsman

Digitally signed by Craig Kinsman
DN: C=US,
E=ckinsman@flintbuilders.com,
O=Flint Builders, OU=Sr. Project
Manager, CN=Craig Kinsman
Date: 2017.10.10.09:50:27 -07'00'

10/10/2017

Craig Kinsman
Flint Builders Inc

Date

Approved By:

Michael Adell
Western Placer Unified School District

Date

CHANGE ORDER REQUEST

FLINT

Page 1 of 1

Flint Builders Inc.
401 Derek Place
Roseville, CA 95678

COR #: 50
DATE: 9/25/2017

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

CONTRACT: 1629. Lincoln HS New Classroom Building
Addition and Modernization
600 Sixth Street, Suite 400
Lincoln, CA 95648

Fire Hydrant Shift

PROPOSED SCOPE OF WORK:

The location of the Fire Hydrant at the corner of J street did not work per plan. When the existing line in the street was exposed for tie in of the new line there was an existing flange on the pipe which did not allow for the connection. The City inspector had the fire line shifted slightly which required Swan to backfill the trench and path pave and redig a new trench. In addition, there was an existing 36" storm drain line there that was in the way. Swan had to overexcavate under the storm drain line and slurry under the line.

The prices below are valid until 10/02/2017.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	87	Fire Hydrant Shift	\$8,437.00

TOTAL: 8,437.00

APPROVED BY: Western Placer Unified School District

SUBMITTED BY: Flint Builders Inc.

SIGNED: _____

SIGNED: _____

DATE: _____

DATE: _____

Potential Change Order Request

1629. - Lincoln HS Addition and Modernization

FLINT

Page 1 of 1

DATE: 9/25/2017

TITLE: Fire Hydrant Shift

PCO#: 87

To: Michael Adell
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648
Phone: 916.645.5100
Email: madell@wpusd.k12.ca.us

From: Craig Kinsman
Flint Builders Inc
401 Derek Place
Roseville, CA 95678
Phone: 916.757.1000
Email: ckinsman@flintbuilders.com

CC:

DESCRIPTION OF PROPOSAL:

The location of the Fire Hydrant at the corner of J street did not work per plan. When the existing line in the street was exposed for tie in of the new line there was an existing flange on the pipe which did not allow for the connection. The City inspector had the fire line shifted slightly which required Swan to backfill the trench and path pave and redig a new trench. In addition, there was an existing 36" storm drain line there that was in the way. Swan had to overexcavate under the storm drain line and slurry under the line.

PCO Item	Quantity	UM	Unit Price	Amount
1 : Fire Hydrant Shift	0.000	LS	0.00000	\$7,878.00
2 : OH&P	0.000	LS	0.00000	394.00
3 : Bonds & Insurance	0.000	LS	0.00000	165.00

Total: \$8,437.00

Submitted By:

Approved By:

Craig Kinsman
Flint Builders Inc
9/25/2017
Date

Michael Adell
Western Placer Unified School District
Date

CHANGE ORDER REQUEST

FLINT

Page 1 of 1

Flint Builders Inc.
401 Derek Place
Roseville, CA 95678

COR #: 51
DATE: 9/27/2017

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

CONTRACT: 1629. Lincoln HS New Classroom Building
Addition and Modernization
600 Sixth Street, Suite 400
Lincoln, CA 95648

Add Roller Shades to Storefront Doors

PROPOSED SCOPE OF WORK:

Per Request from the District add roller shades to all the storefront doors at the new classroom building.

The prices below are valid until 10/04/2017.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	97	COR 51 Add Roller Shades to Storefront Doors	\$2,541.00

TOTAL: 2,541.00

APPROVED BY: Western Placer Unified School District

SIGNED: _____

DATE: _____

SUBMITTED BY: Flint Builders Inc.

SIGNED: Craig Kinsman

DATE: _____

Digitally signed by Craig Kinsman
DN: C=US,
E=ckinsman@flintbuilders.com,
O=Flint Builders, OU=Sr. Project
Manager, CN=Craig Kinsman
Date: 2017.10.09 17:04:08-0700'

Potential Change Order Request

1629. - Lincoln HS Addition and Modernization



Page 1 of 1

DATE: 10/09/2017

TITLE: COR 51 Add Roller Shades to Storefront Doors

PCO#: 97

To: Michael Adell
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648
Phone: 916.645.5100
Email: madell@wpusd.k12.ca.us

From: Craig Kinsman
Flint Builders Inc
401 Derek Place
Roseville, CA 95678
Phone: 916.757.1000
Email: ckinsman@flintbuilders.com

CC:

DESCRIPTION OF PROPOSAL:

Per Request from the District add roller shades to all the storefront doors at the new classroom building.

PCO Item	Quantity	UM	Unit Price	Amount
1 : Add Roller Shades to Storefront Doors	0.000	LS	0.00000	\$2,372.00
2 : OH&P	0.000	LS	0.00000	119.00
3 : Bonds & Insurance	0.000	LS	0.00000	50.00

Total: \$2,541.00

Submitted By:

Craig Kinsman

Digitally signed by Craig Kinsman
DN: cn=US,
Email=ckinsman@flintbuilders.com,
o=Flint Builders, ou=Sr. Project
Manager, cn=Craig Kinsman
Date: 2017.10.09 17:04:20-07'00'

10/09/2017

Craig Kinsman
Flint Builders Inc

Date

Approved By:

Michael Adell
Western Placer Unified School District

Date

CHANGE ORDER REQUEST



Page 1 of 1

Flint Builders Inc.
401 Derek Place
Roseville, CA 95678

COR #: 52
DATE: 10/05/2017

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

CONTRACT: 1629. Lincoln HS New Classroom Building
Addition and Modernization
600 Sixth Street, Suite 400
Lincoln, CA 95648

High Voltage Line in Canopy Footing

PROPOSED SCOPE OF WORK:

While digging the 5x5 footings for the stand alone canopy at the building a high voltage electrical line was found within the footing. RFI 85 was issued providing a sleeving detail. AEI spent some time investigating this line to determine if it was abandoned or active. There was not any documentation for this line so AEI had to trace it back to where it originated. They found that it was abandoned. Therefore the portion of RFI 85 as it pertained to sleeving the electrical line, was not implemented.

The prices below are valid until 10/11/2017.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	102	High Voltage Line in Canopy Footing	\$811.00

TOTAL: 811.00

APPROVED BY: Western Placer Unified School District

SIGNED: _____

DATE: _____

SUBMITTED BY: Flint Builders Inc.

SIGNED: Craig Kinsman
DATE: _____

Digitally signed by Craig Kinsman
DN: C=US,
E=c.kinsman@flintbuilders.com,
O=Flint Builders, OU=Sr. Project
Manager, CN=Craig Kinsman
Date: 2017.10.04 13:37:15-0700

Potential Change Order Request

1629. - Lincoln HS Addition and Modernization



Page 1 of 1

DATE: 10/04/2017

TITLE: High Voltage Line in Canopy Footing

PCO#: 102

To: Michael Adell
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648
Phone: 916.645.5100
Email: madell@wpusd.k12.ca.us

From: Craig Kinsman
Flint Builders Inc
401 Derek Place
Roseville, CA 95678
Phone: 916.757.1000
Email: ckinsman@flintbuilders.com

CC:

DESCRIPTION OF PROPOSAL:

While digging the 5x5 footings for the stand alone canopy at the building a high voltage electrical line was found within the footing. RFI 85 was issued providing a sleeving detail. AEI spent some time investigating this line to determine if it was abandoned or active. There was not any documentation for this line so AEI had to trace it back to where it originated. They found that it was abandoned. Therefore the portion of RFI 85 as it pertained to sleeving the electrical line, was not implemented.

PCO Item	Quantity	UM	Unit Price	Amount
1 : High Voltage Line in Canopy Footing	0.000	LS	0.00000	\$757.00
2 : OH & P	0.000	LS	0.00000	38.00
3 : Bonds & Insurance	0.000	LS	0.00000	16.00

Total: \$811.00

Submitted By:

Craig Kinsman

Digitally signed by Craig Kinsman
DN: cn=Craig Kinsman, ou=Flint Builders Inc, email=ckinsman@flintbuilders.com, c=US
Date: 2017.10.04 13:37:28-0700

10/04/2017

Craig Kinsman
Flint Builders Inc

Date

Approved By:

Michael Adell
Western Placer Unified School District

Date

CHANGE ORDER REQUEST

FLINT

Page 1 of 1

Flint Builders Inc.
401 Derek Place
Roseville, CA 95678

COR #: 53
DATE: 10/05/2017

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

CONTRACT: 1629. Lincoln HS New Classroom Building
Addition and Modernization
600 Sixth Street, Suite 400
Lincoln, CA 95648

Raise Man Holes in Quad

PROPOSED SCOPE OF WORK:

There was one existing Storm Drain inlet behind the amphetheater seating in the planter the was not call to be raised but needed to be. There was also one new storm drain inlet in a planter located on the South end of the quad that was mistakenly designed too low. this had to be raised. see attached plan for locations.

The prices below are valid until 10/10/2017.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	88	Raise Man Holes in Quad area by ampetheater Seating	\$4,770.00

TOTAL: 4,770.00

APPROVED BY: Western Placer Unified School District

SIGNED: _____

DATE: _____

SUBMITTED BY: Flint Builders Inc.

SIGNED: Craig Kinsman

DATE: _____

Digitally signed by Craig Kinsman
DN: C=US,
E=craigkinsman@flintbuilders.com,
O=Flint Builders, OU=Sr. Project
Manager, CN=Craig Kinsman
Date: 2017.10.05 16:12:06-0700

Potential Change Order Request

1629. - Lincoln HS Addition and Modernization

FLINT

Page 1 of 1

DATE: 10/05/2017

TITLE: Raise Man Holes in Quad area by ampetheater Seating

PCO#: 88

To: Michael Adell
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648
Phone: 916.645.5100
Email: madell@wpusd.k12.ca.us

From: Craig Kinsman
Flint Builders Inc
401 Derek Place
Roseville, CA 95678
Phone: 916.757.1000
Email: ckinsman@flintbuilders.com

CC:

DESCRIPTION OF PROPOSAL:

There was one existing Storm Drain inlet behind the amphetheater seating in the planter the was not call to be raised but needed to be. There was also one new storm drain inlet in a planter located on the South end of the quad that was mistakenly designed too low. this had to be raised. see attached plan for locations.

PCO Item	Quantity	UM	Unit Price	Amount
1 : Raise Man Holes in Quad area by ampetheater Seating	0.000	LS	0.00000	\$4,453.00
2 : OH&P	0.000	LS	0.00000	223.00
3 : Bonds & Insurance	0.000	LS	0.00000	94.00

Total: \$4,770.00

Submitted By:

Craig Kinsman

Digitally signed by Craig Kinsman
DN: C=US,
E=ckinsman@flintbuilders.com, O=Flint
Builders, OU=Sr. Project Manager,
CN=Craig Kinsman
Date: 2017.10.05 16:12:25-0700

10/05/2017

Craig Kinsman
Flint Builders Inc

Date

Approved By:

Michael Adell
Western Placer Unified School District

Date

INFORMATION

DISCUSSION

ACTION

ITEMS

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Amendment No. 2 to Master Agreement for Architectural Services for Pre-design, Design, and Construction Administration Services for Lincoln Crossing South Elementary School with HMC Architects

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Measure N

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

On March 7, 2017, the Board approved the Master Architect Agreement with HMC Architects for architectural pre-design, design, and construction administration services for projects in the District.

Based on the guidelines and requirements of the Master Architect Agreement, HMC Architects has submitted a proposal for architectural/engineering services for Lincoln Crossing South Elementary School in the form of Amendment No. 2 to Owner/Architect Agreement for a fixed fee of 5.3% of total construction costs plus supplemental services costs for a total fee of \$1,452,425.00.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the Amendment No. 2 to Master Architect Agreement with HMC Architects for the architectural/engineering services for Lincoln Crossing South Elementary School.

Amendment No. 2

Date: October 10, 2017

Project Name: Western Placer Unified School District
Lincoln Crossing South Elementary School
HMC #3548002000

AMENDMENT NO. 2 TO OWNER/ARCHITECT AGREEMENT

That certain Owner/Architect Agreement (Agreement) dated December 2016, by and between WESTERN PLACER UNIFIED SCHOOL DISTRICT (Owner) and HMC GROUP (Architect) is hereby amended, modified, and revised as follows:

Project Description: A new 650-student Lincoln Crossing South Elementary School on an approximately 9.4-acre District-owned site located at Caledon Circle and Brentford Circle, in Lincoln, Placer County, California.

Basic Services:

In two separate increments, provide Architectural, Civil, Landscape, Structural, Mechanical, Plumbing, Fire Sprinkler, Food Service, and Electrical Engineering Services for a 650-student elementary school (master planned for expansion to 800 students) with the following buildings (preliminary project program attached for reference):

- Administration Building (5,109 gsf)
- Library Building (5,680 gsf)
- Multipurpose Building (11,679 gsf)
- Grades K – 2 Classroom Building (13,980 gsf)
- Grades 2 – 4 Classroom Building (13,843 gsf)
- Grades 4 – 5 Classroom Building (7,120 gsf)

Increment #1: Site Design including Architectural, Civil, Landscape, site Structural, site Mechanical / Plumbing, and site Electrical Engineering services, including building pad preparation and site utilities to within 5 feet on Increment #2 Buildings.

Increment #2: Schematic Design and Design Development services (with pre-construction services provided by a L/LB contractor) for the buildings listed above, including Architectural, Mechanical, Plumbing, Fire Sprinkler, Food Service, and Electrical Engineering Services. Architect will assist the L/LB Contractor in the contractor's responsibility to prepare the Construction Documents for the modular buildings and will assist to obtain DSA approval accordingly.

Supplemental Services:

- **City Park Design:** Architectural, Civil Engineering and Landscape Design Services for 4 acres of a 5-acre City park adjacent to the site. The services will include the design of turf, irrigation and city required metering.
- **Traffic Engineering:** HMC will include the services of a traffic engineer to assist in designing safe arrival and departure of the students, staff and visitors while coordinating with the City Engineer, City of Lincoln Community Development Department.
- **Commissioning Services:** HMC will employ the services of LP Consulting Engineers to act as the Commissioning Authority per the 2016 California Energy Code Part 6, Title 24 / CalGreen requirements.

Assumptions:

- This fee assumes that the Construction Document preparation for all modular buildings will be performed by a District-retained Lease / Lease back (L/LB) contractor.
- As part of the base fee, HMC will only be responsible to provide Schematic Design and Design Development for all buildings. HMC will coordinate with the L/LB Contractor to ensure conformity of the general design intent.
- The Project will be delivered in two phases with two separate submittals to DSA. The first package will include a site development package including building pad preparation, parking, hardscape, landscaping, site utilities and infrastructure to within 5 feet of proposed buildings. Off-site work will include encroachments permits and miscellaneous right of way frontage improvements. The second package will be the modular building package.
- While HMC will forward the construction documents prepared by the L/LB contractor (second package) to DSA on behalf of the District. However, the L/LB Contractor will be responsible for meeting all DSA requirements, addressing any comments from DSA and for ensuring DSA approval on the construction documents for such buildings.
- The initial estimated construction budget for the Project is Twenty-Five Million Six Hundred Thousand Dollars (\$25,600,000).
- The Project is scheduled to be completed prior to the 2019 school year.

Project Schedule:

Phase 1: SITE

Schematic Design	9/1/17 – 10/10/17
Design Development	10/11/17 – 11/23/17
Construction Documents	11/24/17 – 1/18/18
DSA Review	1/19/18 – 5/10/18
Project Construction	5/11/18 – 8/1/19
Certification	9/1/19

Phase 2: BUILDINGS

Schematic Design	9/1/17 – 10/10/17
Design Development	10/11/17 – 11/23/17
Construction Documents	11/24/17 – 3/15/18
DSA Review	3/16/18 – 8/30/18
Project Construction	8/31/18 – 8/1/19
Certification	9/1/19

Note: The Owner and Architect agree and acknowledge, however, that the performance of the Architect's services may depend upon other parties and circumstances which the Architect cannot control. The schedule and fee therefore, may be extended by agreement between the Owner and Architect, except where the Architect is solely responsible for Project delays.

Exclusions:

1. Topographical surveys
2. Geotechnical / Geo-hazard investigations
3. Test and inspections
4. Permit / Agency Fees
5. Environmental Reports
6. Furniture space planning, selection and specification.
7. Construction Documents for all modular buildings including, architectural, structural, mechanical, electrical, and fire sprinkler design services.
8. Construction Document services for permanent construction of the buildings.

Architect's Compensation:

Basic Services:

The Architect's Fee is computed at a fixed 5.3% of the initial Computed Construction Cost, preliminarily estimated at \$25,600,000. The Architect's Fee preliminarily estimated at One Million Three Hundred Fifty-Six Thousand Eight Hundred Dollars (\$1,356,800), as follows:

Schematic Design	15%	\$ 203,520
Design Development	20%	\$ 271,360
Construction Documents Inc 1	20%	\$ 271,360
DSA Back Check	10%	\$ 135,680
Bidding Phase	5%	\$ 67,840
Construction Phase	25%	\$ 339,200
Close-Out Phase	5%	<u>\$ 67,840</u>
		\$1,356,800

Supplemental Services:

City Park Design:	\$ 53,750
Commissioning Services:	\$ 32,500
Traffic Engineering:	<u>\$ 9,375</u>
Total A/ E Fee:	\$1,452,425

Note: Should any changes including delivery method, Construction Budget materially increase beyond the level indicated in this Amendment, including adjustments for Owner authorized scope changes and additive change orders not resulting from the errors or omissions of the Architect, the fee shall be adjusted accordingly, with prior written approval from the Owner.

Reimbursable Expenses:

Reimbursable expenses are in addition to compensation for Basic and Owner approved Additional Services, including printing, plotting (including 3D plotting), delivery, electronic submittal and other expenses related to Agency review, Bidding, Construction or other Owner requested costs. Expense of transportation (including mileage) in connection with the Project; Expenses in connection with authorized out-of-town travel, including travel time; and fees paid for securing approval of authorities having jurisdiction over the Project. The Architect's compensation shall be computed based on 1.05 times the amounts invoiced to the Architect.

Western Placer Unified School District
Amendment No. 2
New Lincoln Crossing South Elementary School
HMC #3548002000
October 10, 2017

Please review this Amendment and if it meets with your approval, please sign and return one (1) original to my attention.

HMC GROUP
3546 Concourses Street
Ontario, CA 91764

WESTERN PLACER UNIFIED SD
600 Sixth Street
Lincoln, CA 95648

By  10/10/17
Arturo Levenfeld, AIA LEED AP BD+C (Date)
Managing Principal

By _____ (Date)
Audrey Kilpatrick
Assistant Superintendent

cc: S. Jimenez, File-CN-AOA

Encls: Preliminary Draft Program dated 8/30/17
Lincoln Crossing South ES Scheme #2b
Project Workplan / Fee Analysis
Amend No. 2_WPUSD Lincoln Crossing South ES_170927

**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:

Consider Approving Resolution #17/18.8,
Authorizing the Elimination and/or reduction
of Certain Classified Employee Positions Due to
Lack of Work/Lack of Funds.

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

ENCLOSURES:

Resolution # 17/18.8

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Site Funds

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution #17/18.8. The position being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA, Board Policy and Education Code.

RECOMMENDATION:

Approve Resolution #17/18.8, Authorizing the Elimination and/or reduction of Certain Classified Employee Positions due to Lack of Work/Lack of Funds.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION #17/18.8**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/LACK OF FUNDS**

WHEREAS, Education Code §45117, District Policy and the collective bargaining agreement between the Western Placer Unified School District and the California School Employees Association permit the Governing Board to reduce the number of classified positions for lack of work or lack of funds;

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce or eliminate the following positions in the District not later than December 8, 2017 due to lack of work/lack of funds:

Reduce One (1) 1 hour Campus Supervisor position (First Street School) to .5 hour

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on October 17, 2017, the above-referenced classified positions shall be reduced or eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Western Placer Unified School District on October 17, 2017,
by the following vote:

AYES:

NOES:

ABSENT:

President
Board of Trustees
Western Placer Unified School District

Attested:

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

Clerk
Board of Trustees
Western Placer Unified School District

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF 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:

Sunshine for Negotiations Regarding the Collective
Bargaining Agreement Between Western Placer Unified
School District and the Western Placer Teacher's Association

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

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

ENCLOSURES:

Collective Bargaining Sunshine
Proposals for WPUSD and WPTA

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

Pursuant to Government Code section 3547, all proposals of the recognized employee groups and of the District must be presented at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals. The Western Placer Teacher's Association and the Western Placer Unified School District will be negotiating a successor agreement during 2017-2018 negotiations.

The District and WPTA's proposals are being presented to the public at our October 17, 2017 meeting in order to allow the members of the public to become informed and have an opportunity to express themselves regarding the proposals. The Board will consider adopting the initial proposals at its November 7, 2017 meeting.

RECOMMENDATION:

Administration recommends the Board of Trustees review the proposals.

October 10, 2017

To: The Western Placer Unified School District

Re: Sunshine Proposal from the Western Placer Teachers Association

Dear Gabe,

The current Collective Bargaining Agreement with the District expires on June 30, 2018. In order to bargain a Successor Agreement, the Western Placer Teachers Association is “sunshining” the following Articles of the current agreement:

- Article I, Agreement
- Article VII, Unit Member Hours
- Article VIII, Leaves
- Article IX, Class Size
- Article X, Assignment/Transfer/Reassignment
- Article XII, Certificated Personnel Evaluation
- Article XIII, Salaries
- Appendix B

The Western Placer Teacher Association reserves the right to open any article during the period the District and the Association are bargaining the Successor Agreement.

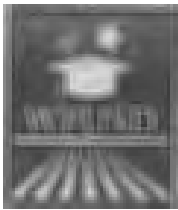
We look forward to continued positive collaboration as we work to enhance the ability of our members to serve successfully the students of Western Placer.

Sincerely,

Mike Agrippino

Chief Negotiator, Western Placer Teachers Association

CC: Tara Jean, WPTA President



WESTERN PLACER UNIFIED SCHOOL DISTRICT

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

Board of Trustees:

Paul Long
Brian Haley
Paul Carras
Kris Wyatt
Damian Armitage

Superintendent: Scott Leaman

INITIAL PROPOSAL
from the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
to the
WESTERN PLACER TEACHERS ASSOCIATION
(Successor Agreement)

VIA Electronic Mail & District Mail

October 4, 2017

Mike Agrippino
Glen Edwards Middle School
204 L Street
Lincoln, CA 95648

Re: WPUSD Sunshine Proposal for Collective Bargaining Negotiations during the 2017-2018 School Year

Dear Mike,

The Western Placer Unified School District ("District") and the Western Placer Teachers Association ("WPTA") are parties to a Collective Bargaining Agreement ("CBA") with a term through and including June 30, 2018. Set forth below is the District's initial proposal for a successor agreement beginning with the 2018/2019 school year.

The District's overarching interests in a successor agreement are to ensure that language is up to date and functioning efficiently.

We look forward to working together with the WPTA Bargaining Team throughout the negotiations process.

Sincerely,

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



CC: Scott Leaman, Superintendent
Tara Jeane, WPTA President

Article	Title	District Interest
I	Agreement	Update term of agreement and reopeners
II	Recognition	Clarify language regarding union representation
III	District Rights	The District proposes to maintain the status quo.
IV	Negotiations Procedures	Revisit meet and negotiate date
V	Privileges of Employee Organization	The District proposes to maintain the status quo.
VI	Grievance Procedures	Revise language consistent with informal level process, revisit Level I process, rights to representation
VII	Unit Member Hours	Preparation and planning, extra periods
VIII	Leaves	Unauthorized leaves, personal necessity leave
IX	Class Size	The District proposes to maintain the status quo.
X	Assignment/Reassignment Transfer	Continue to establish a fair and equitable process to meet staffing and site needs
XI	Certificated Personnel Collaboration	The District proposes to maintain the status quo.
XII	Certificated Personnel Evaluation	Evaluation of teaching staff

XIII	Salaries	Both parties reached agreement and settled salary for the 2017-2018 school year
XIV	Employee Benefits	Employee benefits that are reflective of: <ul style="list-style-type: none"> • State funding for education; • The effect of increases in the costs associated with CalSTRS; and the District's unique economic circumstances. Retiree benefits
XV	Work Year	Calendar development, duty days
XVI	Saving Provisions	The District proposes to maintain the status quo.
XVII	Concerted Activities	The District proposes to maintain the status quo.
XVIII	Public and Parental Complaint Procedure	The District proposes to maintain the status quo.
XIX	Mentor Teacher Program	Propose removal
XX	Reduced Work Year	The District proposes to maintain the status quo.
XXI	Unit Member Budget	The District proposes to maintain the status quo.
XXII	Agency Shop	The District proposes to maintain the status quo.
XXIII	Shared Contract	The District proposes to maintain the status quo.

XXIV	Summer School Instruction	Sick days
XXV	Supplemental Instruction	The District proposes to maintain the status quo.
XXVI	Safety	The District proposes to maintain the status quo.

**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:

District Enrollment Trends

AGENDA ITEM AREA:

Discussion

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

All

MEETING DATE:

October 17, 2017

ROLL CALL REQUIRED:

No

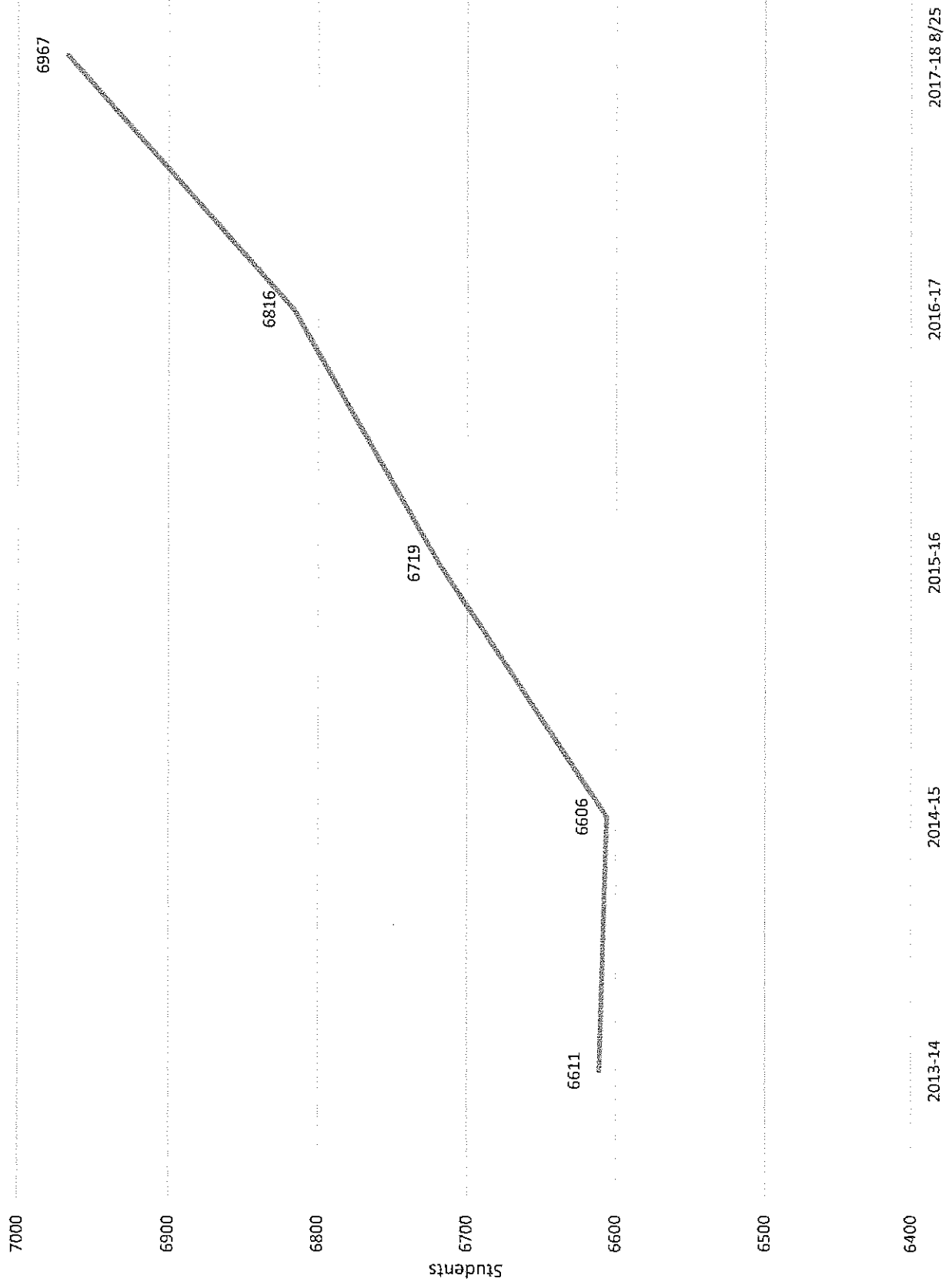
BACKGROUND:

The Board will be updated on current district enrollment trends.

RECOMMENDATION:

This is a discussion item only.

Total Enrollment



WPUSD - Enrollment Trend

