

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent
 Mary Boyle, Deputy Superintendent of Educational Services
 Audrey Kilpatrick, Assistant Superintendent of Business & Operation
 Ryan Davis, Assistant Superintendent of Personnel Services

School	<u>STUDENT ENROLLMENT</u>		
	2012/13 CEBEDS	1/6/2014	2/5/2014
Sheridan Elementary (K-5)	84	81	81
First Street Elementary (K-5)	465	491	491
Carlin C. Coppin Elementary (K-5)	412	399	401
Creekside Oaks Elementary (K-5)	559	641	638
Twelve Bridges Elementary (K-5)	717	682	679
Foskett Ranch Elementary (K-5)	552	538	540
Lincoln Crossing Elementary (K-5)	684	691	690
Glen Edwards Middle School (6-8)	686	710	713
Twelve Bridges Middle School (6-8)	853	817	819
Lincoln High School (9-12)	1,516	1,539	1,513
Phoenix High School (10-12)	65	65	74
TOTAL	6593	6,654	6,639

Parent Participation Program

First Street 18 A.M. /8 P.M.
 Sheridan 20 P.M.
 Carlin Coppin 8 P.M.
 Twelve B. E. 18 A.M.

Pre-K/Special Ed

Foskett 16
 FSS PPPIP 55

Parent Education 101

State Preschool

First & L Street 23 A.M. /20 P.M.
 Carlin Coppin 21 A.M.
 Sheridan 16 A.M.

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
March 4, 2014, 7:00 P.M.
Lincoln High School – Performing Arts Theater
790 J Street, Lincoln, CA 95648

AGENDA

2013-2014 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.

5:55 P.M. START

1. **CALL TO ORDER** – Lincoln High School – Performing Arts Theater

6:00 P.M.

2. **CLOSED SESSION** – Lincoln High School – Library

2.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent of Educational Services, Ryan Davis, Assistant Superintendent of Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations

2.2 PERSONNEL

- a. Public Employee Employment/Discipline/Dismissal/Release - Resolution No. 13/14.16

Roll call vote:

- b. Public Employee Employment/Discipline/Dismissal/Release - Resolution No. 13/14.17

Roll call vote:

- c. Public Employee Employment/Discipline/Dismissal/Release - Resolution No. 13/14.18

Roll call vote:

- d. Public Employee Employment/Discipline/Dismissal/Release - CE 13/14.3

Roll call vote:

- e. Public Employee Performance Evaluation – Superintendent

7:00 P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**—Lincoln High School Performing Arts Theater

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

March 4, 2014

Agenda

3.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent of Educational Services, Ryan Davis, Assistant Superintendent of Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations

3.2 PERSONNEL

- a. Public Employee Employment/Discipline/Dismissal/Release - Resolution No. 13/14.16
- b. Public Employee Employment/Discipline/Dismissal/Release - Resolution No. 13/14.17
- c. Public Employee Employment/Discipline/Dismissal/Release - Resolution No. 13/14.18
- d. Public Employee Employment/Discipline/Dismissal/Release - CE 13/14.3
- e. Public Employee Performance Evaluation – Superintendent

4. 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.

- 4.1 Approval of Meeting Minutes for:
 - February 4 & 18, 2014 Regular Board of Trustee Meeting
 - 4.2 Approval of Warrants
 - 4.3 Classified Personnel Report
 - 4.4 Certificated Personnel Report
 - 4.5 Approval of Out of State Travel - Administration
 - 4.6 Ratification of Western Blue (NWN Company) Purchase Order with Western States Contracting Alliance (WSCA) HP Master Agreement.
 - 4.7 Approve of MOU with University of Phoenix
 - 4.8 Change of Title I Status from "Targeted Assistance" to "Schoolwide" for Carlin C. Coppin and Creekside Oaks Elementary Schools.
 - 4.9 Approval of PCOE CARE Program Contract
 - 4.10 Approval of Out of State Travel – Special Education
- Roll call vote:*

5. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda, but within the board's subject matter jurisdiction. 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 "Request to Address Board of Trustees" are located at the entrance to the Performing Arts Theater. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

March 4, 2014

Agenda**6. REPORTS & COMMUNICATION**

- 6.1 Lincoln High School, Student Advisory – Jillian Loya
- 6.2 Western Placer Teacher's Association – Tara McCroskey
- 6.3 Western Placer Classified Employee Association – Mike Kimbrough
- 6.4 Superintendent – Scott Leaman

7. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

7.1 Information COMMON CORE STATE STANDARDS ONE-TIME FUNDING**UPDATE – Boyle (13-14 G & O Component I, II, III, IV, V**

●On August 6, 2013, the Board was presented with a Preliminary Spending Plan for the one-time Common Core State Standards funds that were provided to the District through the AB 86 Education Omnibus Trailer Bill. These funds are of a one-time nature, are approximately \$200/student, and must be spend during 2013-2014 and/or 2014-2015 school year.

**7.2 Discussion RATIFICAITON OF TENTATIVE AGREEMENT WITH WPTA
Action REGARDING ARTICLE XIV EMPLOYEE BENEFITS –****Davis/Leaman (13-14 G & O Component I, II, III, IV, V**

●The Western Placer Unified School District and the Western Placer Teachers Association have signed a Tentative Agreement regarding Article XIV Employee Benefits. This Tentative Agreement will assist the District with achieving its required budget needs over time in order to achieve a balanced budget while still maintaining highly competitive employee benefits.

**7.3 Discussion REOPENER NEGOTIATIONS REGARDING THE COLLECTIVE
Action BARGAINING AGREEMENT BETWEEN WESTERN PLACER
UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION CHAPTER # 741 – Davis (13-14 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. The California School Employees Association Chapter # 741 and the Western Placer Unified School District are both proposing reopening negotiations under the current Collective Bargaining Agreement.

**7.4 Discussion APPROVE RESOLUTION NO. 13/14.19 ADOPTING
Action COMPETENCY CRITERIA IN THE CASE OF A CERTIFICATED
REDUCTION IN FORCE – Davis (13-14 G & O Component I, II, III, IV, V**

●Pursuant to Education Codes 44949, 44955 and 44951, the District administration is making a recommendation that will require the Governing Board of the Western Placer Unified School District to reduce or discontinue particular kids of services in order to reduce the number of certificated employees of the District. In conjunction with the recommendation it is

March 4, 2014

Agenda

necessary to adopt criteria for determining if a certificated employee would have the competence to replace (bump) another certificated employee out of their position. The District must have a way to ensure that when one certificated employee may potentially replace (bump) another certificated employee that they possess the necessary competency in order to provide adequate services.

Roll call vote:

7.5 Discussion**Action**

**APPROVE RESOLUTION NO. 13/14.20 AUTHORIZING THE
REDUCTION OR DISCONTINUANCE OF PARTICULAR KINDS
OF SERVICES – Davis (13-14 G & O Component I, II, III, IV, V**

●Pursuant to Education Codes 44949, 44955 and 44951, the District administration is making a recommendation that will require the Governing Board of the Western Placer Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. Reduction or discontinuance of particular kinds of services are needed to address budget reductions and staffing reductions for the 2014-2015 school year.

Roll call vote:

8. BOARD OF TRUSTEES**8.1 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.

- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update

8.2 BOARD MEMBER REPORTS/COMMENTS**9. ESTABLISHMENT OF NEXT MEETING(S)**

The President will establish the following meeting(s):

➤ **March 18, 2014 7:00 P.M.**, Regular Meeting of the Board of Trustee – Creekside Oaks Elementary School

10. ADJOURNMENT

BOARD BYLAW 9320: Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1

Posted: 022714

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

Western Placer Unified School District

CLOSED SESSION AGENDA

Place: Lincoln High School – Library Conference Room

Date: Tuesday, March 4, 2014

Time: 6:00 P.M.

1. LICENSE/PERMIT DETERMINATION
 2. SECURITY MATTERS
 3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
 4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
 5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
 6. LIABILITY CLAIMS
 7. THREAT TO PUBLIC SERVICES OR FACILITIES
 8. **PERSONNEL**
 - * PUBLIC EMPLOYEE APPOINTMENT
 - * PUBLIC EMPLOYEE EMPLOYMENT
 - * PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 - * PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE
 - * COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE
 9. CONFERENCE WITH LABOR NEGOTIATOR
 10. STUDENTS
 - * STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
 - * STUDENT PRIVATE PLACEMENT
 - * INTERDISTRICT ATTENDANCE APPEAL
 - * STUDENT ASSESSMENT INSTRUMENTS
 - * STUDENT RETENTION APPEAL, Pursuant to BP 5123
 - * DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION
-
1. LICENSE/PERMIT DETERMINATION
 - a. Specify the number of license or permit applications.
 2. SECURITY MATTERS
 - a. Specify law enforcement agency
 - b. Title of Officer,
 3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
 - a. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Mary Boyle, Deputy Superintendent

Ryan Davis, Assistant Superintendent

of Personnel Services Audrey Kilpatrick,

Assistant Superintendent Business and Operations

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Ryan Davis

Assistant Superintendent
of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

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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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:

Employee Discipline/Dismissal/Release
Approve Closed Session Resolution No. 13/14.16
Authorizing the Non Re-Election of Certificated
Probationary Employees

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Ryan Davis 
Assistant Superintendent of
Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant with Education Code 44929.21 the District can exercise its right to terminate the employment of Probationary Certificated Employees at the end of the 2013-2014 school year by providing notice to the employee of the non re-election prior to March 15, 2014 for second year probationary employees and by June 30, 2014 for first year probationary employees.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Closed Session Resolution No. 13/14.16 authorizing the Non Re-Election of Certificated Probationary Employees. Disclose action taken in closed session.

3.2a.

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

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

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


SUBJECT:

Employee Discipline/Dismissal/Release
Approve Closed Session Resolution No. 13/14.17
Authorizing the Release of Temporary
Certificated Employees

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Ryan Davis 
Assistant Superintendent of
Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant with Education Code 44954 the District may end its employment relationship with all Temporary Certificated Employees by notifying said employees that their temporary employment term ends at the close of the 2013-2014 school year.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Closed Session Resolution No. 13/14.17 authorizing the release of Certificated Temporary Employees. Disclose action taken in closed session.

3.2 b.

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

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Public Employee Employment/ Discipline/
Dismissal/Release-- Adoption of Resolution
No. 13/14.18 regarding Administrative Reassignment
and Authorization for required notice pursuant to
Education Code section 44951.

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Scott Leaman, Superintendent &
Ryan Davis 
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant with Education Code 44951 the District administration is making a recommendation that will require the Governing Board of the Western Placer Unified School District to Adopt Resolution 13/14.18 authorizing the reassignment of administrators for the 2014-2015 school year.

RECOMMENDATION:

Administration recommends the Board of Trustees adopt Resolution No. 13/14.18.

3.2.c.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Public Employee Employment/ Discipline/
Dismissal/Release
• CE 13/14.3

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Ryan Davis
Assistant Superintendent of
Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General/Categorical

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Board of Trustees will disclose any action taken in closed session in regard to Employee # CE 13/14.3 Employment/ Discipline/Dismissal/Release.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Employee # CE 13/14.3 Employment/Discipline/Dismissal/Release.

3.2.d.

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

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

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

SUBJECT:

Public Employee Performance Evaluation -
Superintendent

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Board of Trustees

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regards to the Performance Evaluation of the Superintendent.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose any action taken in closed session in regards to the Public Employee Performance Evaluation.

CONSENT

AGENDA

ITEMS

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Minutes:

- February 4, & 18, 2014 Regular Board of Trustee Meetings

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- February 4 & 18, 2014 Regular Board of Trustee Meeting

RECOMMENDATION:

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

Regular Meeting of the Board of Trustees
February 4, 2014, 7:00 P.M.
Lincoln High School – Performing Arts Theater
790 J Street, Lincoln, CA 95648

MINUTES

2013-2014 Goals & Objectives (G & O) for the Management Team: *Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.*

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

Board Members Present:

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

Others Present:

Scott Leaman, Superintendent
Mary Boyle, Deputy Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Facilities
Rosemary Knutson, Secretary to the Superintendent
Jillian Loya, Student Representative
Carol Percy, Lincoln News Messenger

5:40 P.M. START

1. **CALL TO ORDER** – Lincoln High School – Performing Arts Theater

5:45 P.M.

2. **CLOSED SESSION** – Lincoln High School - Library

- 2.1 **CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent of Educational Services, Ryan Davis, Assistant Superintendent of Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations

- 2.2 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Case No. 10248-SACRCI

- 2.3 **PERSONNEL**

- a. Public Employee Employment/Discipline/Dismissal/Release – CE 13/14.2

4.1.1

b. Public Employee Performance Evaluation – Superintendent

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

Student Discipline/Expulsion Pursuant to E.C. 48918

Student Expulsion # 13-14 J

7:00 P.M.

3. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE—Lincoln High School

Performing Arts Theater

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

3.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent of Educational Services, Ryan Davis, Assistant Superintendent of Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations

No action was taken

3.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Case No. 10248-SACRCI

No action taken

3.3 PERSONNEL

a. Public Employee Employment/Discipline/Dismissal/Release – CE 13/14.2

Mr. Armitage reported the Board of Trustees took action to deny the leave of CE 13/14.2. The vote was unanimous. (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt.* **No:** *None*)

b. Public Employee Performance Evaluation – Superintendent

No action taken

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

Student Discipline/Expulsion Pursuant to E.C. 48918

Student Expulsion # 13-14 J

Motion by Mr. Long, seconded by Mr. Carras, and passed by a 5-0 vote (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt,* **No:** *None*) to uphold the hearing committee's recommendation for expulsion.

February 4, 2014

Minutes**4. SPECIAL ORDER OF BUSINESS**

Presentation of Employee Service Pins

Mr. Leaman presented Lapel Pins to employees for their Years of Service to Western Placer Unified School District, the following were recognized:

15 Years

Michael Arbaugh	Ann Larsen
Scott Beatty	Gregg Law
Lynn Brown	Tracey Lillie
Olen Dillingham	Michael Maul
Jenny Flanagan	Wendy Meagher
Colleen Gonzales	Audree Van Waardenberg
Teressa Hawkins	Kelli Willard
John Kovach	

20 Years

Mark Bryant	Pamela Soha
Scott Leaman	Susan Taxara

25 Years

Ramon Iniguez	Angie Selter
Mark Perkins	

30 Years

Rafaela Balderas

5. CONSENT AGENDA

- 5.1 Approval of Meeting Minutes for:
 - January 21, 2014 Regular Board of Trustee Meeting
- 5.2 Approval of Warrants
- 5.3 Classified Personnel Report

Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 roll call vote
(**Ayes:** Haley, Long, Armitage, Carras, Wyatt, **NO:** None)

6. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

7. REPORTS & COMMUNICATION

- 7.1 Lincoln High School, Student Advisory – Jillian Loya reported the following:
 - Tech Expo will be held Thursday, February 5th, 5:15 to 7:30p.m. LHS will also be holding the Science Expo, March 20th in the evening, and March 21st during the day. The Girls Basketball team is doing really well.
 - Mrs. Edwards after school tutoring class is helping tutor teams as a whole group, and it seems to be working out well.
- 7.2 Western Placer Teacher's Association – Tara McCroskey had no report, but wanted to shared how much she appreciates the presentation of the Service Pins.
- 7.3 Western Placer Classified Employee Association – Mike Kimbrough was absent

4.1.3

7.4 Superintendent – Scott Leaman reported the following:

- Tech Expo at LHS
- District Calendar items: Schools will be closed on Thursday, February 13th, and the District Office will be open 10-2:00 p.m.
- District Office will be closed Friday and Monday for Presidents Holiday.
- Board packets will be mailed out on Thursday.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Action **SCHOOL ACCOUNTABILITY REPORT CARDS (SARCS) – Boyle**
(13-14 G & O Component I, II, III, IV, V

•In November 1988, California voters passed Proposition 98, also known as *The Classroom Instructional Improvement and Accountability Act*. This ballot initiative was to provide California's public schools with a stable source of funding. In return, all public schools in California are required annually to prepare School Accountability Report Cards (SARC) and disseminate them to the public via websites. SARCs are intended to provide the public with important information about each public school and to communicate a school's progress in achieving its goals, based on information from the previous year (2012 - 2013).

Mary Boyle reported on the SARCS, which are annually due on February 1st. She reviewed Lincoln High and Twelve Bridges SARCS which were included in the packet, the other sites are available online. Motion by Mr. Carras, seconded by Mr. Long, and passed by a 5-0 vote (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt*, **No:** *None*) to approve the School Accountability Report Cards.

8.2 Information **CALPADS UPDATE – Boyle** (13-14 G & O Component I, II, III, IV, V

•Five years ago, California Department of Education and California school district began the conversion to CALPADS – California Longitudinal Pupil Achievement Data System. IBM was contracted to work with CDE, CSIS (California School Information Services) and school districts to create this new system of data sharing, allowing districts immediate access to information on students transferring from other California public schools, allowing for easy uploading of testing data, etc.

Mary Boyle reported on CALPADS. She reviewed CALPADS reports and the purpose for tracking the data.

8.3 Information **KINDERGARTEN REGISTRATION FOR 2014/15 – Boyle** (13-14 G & O Component I, II, III, IV, V

•Kindergarten registration for the 2014/15 school year begins in March (including Transitional Kindergarten), with enrollment packets available at elementary school sites on March 3rd. The first date that completed packets may be returned to elementary school sites is Monday, March 10th for Lincoln Crossing Elementary School, and Tuesday, March 11th for all other elementary schools. A press release was issued January 21st to inform families and information regarding Kindergarten registration is available on our District website.

4.1.4

Mary Boyle reported the Kindergarten packets will become available March 3rd.

- 8.4 Information** **SUMMER SCHOOL 2014 – Boyle** *(13-14 G & O Component I, II, III, IV, V*
•Preparations are being made for 2014 Summer School for credit-deficient high school students and for Extended School Year (ESY) for students with an IEP that calls for additional summer services. Credit recovery summer school will be offered at Lincoln High School for students who have completed 9th – 12th grades and who need to make up a class.

Mary Boyle shared the district will again be offering summer school for credit recovery, students who are credit deficient, along with extended school year for special education. High School Students will be using online curriculum in class.

- 8.5 Information** **COMMON CORE STATE STANDARDS – SMARTER BALANCED ASSESSMENT CONSORTIUM (SBAC)** – Boyle *(13-14 G & O Component I, II, III, IV, V*

•This is the fourth in a series of Board and Community presentations on the Common Core State Standards (CCSS). CCSS, adopted by the State of California in 2010, reflect an enormous shift in instructional strategies and learning expectations on the parts of school districts and students. The Common Core State Standards align the learning standards for students in grades K- 12 across the nation on a par with international standards and reflect a major revision from the previously adopted 1997 California State Standards. Common Core State Standards are more rigorous, more clearly organized, focus on higher levels of student thinking, and prepare students for college and career.

Mary Boyle presented a power point on Common Core Standards, Smarter Balanced Assessment Consortium (SBAC). She reviewed how Western Placer will transition to the Common Core State Standards.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Carras reported on the Board of Trustee workshop through PCOE, which was well represented. He reported the monies, which mean there is more, it's just redistribution of monies. It was a very good presentation.

Mr. Armitage reported on the joint meeting between the city and school board, he felt it went very well.

Mr. Long congratulations to all the employees who received Service Pins

Mr. Haley complemented Mary on her presentations.

February 4, 2014

Minutes

Mrs. Wyatt attended LHS orientation, and expressed what a great job Mr. Hess did, and it was a great night overall. She also attended the PCOE Trustee Workshop, and received some interesting facts.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤February 18, 2014 7:00 P.M., Regular Meeting of the Board of Trustee – Phoenix High School

11. ADJOURNMENT

There being no further business the meeting was adjourned at 8:35 p.m.

Kris Wyatt, President

Damian Armitage, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

BOARD BYLAW 9320: Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1
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4.1.6

Western Placer Unified School District
Regular Meeting of the Board of Trustees
February 18, 2014, 7:00 P.M.
Phoenix High School – Room 23
870 J Street, Lincoln, CA 95648

MINUTES

2013-2014 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Board Members Present:

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

Others Present:

Scott Leaman, Superintendent
Mary Boyle, Deputy Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Facilities
Ryan Davis, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Heather Steer, Facilities Coordinator
Michael Doherty, Phoenix High Principal
Carol Percy, Lincoln News Messenger

6:00 P.M. START

1. **CALL TO ORDER** – Phoenix High School – Room 23

6:05 P.M.

2. **CLOSED SESSION** – Phoenix High School - Room 7

- 2.1 **CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent of Educational Services, Ryan Davis, Assistant Superintendent of Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations

- 2.2 **PERSONNEL**

- a. Public Employee Employment/Discipline/Dismissal/Release
 - b. Public Employee Performance Evaluation – Superintendent

February 18, 2014

Minutes7:00 P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**— Lincoln High School
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

3.1 **CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent of Educational Services, Ryan Davis, Assistant Superintendent of Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations

No action taken

3.2 **PERSONNEL**

- a. Public Employee Employment/Discipline/Dismissal/Release

No action taken

- b. Public Employee Performance Evaluation – Superintendent

No action taken

4. **SPECIAL ORDER OF BUSINESS**

School Being Featured: Phoenix High School

Mr. Doherty welcomed the Board of Trustees, staff, parents and guest. He talked about Phoenix High School, enrollment, Phoenix being a Title I school. Mr. Leman presented Academic Achievement Awards to the following students

- o *Anthony Jones*
- o *Joey Ross*
- o *Jacob Davis*

Mr. Doherty shared something on each student for their achievements. Mr. Doherty asked S.C.H.O.O.L.S volunteer Ms. Mendez and Ms. Berry to speak about their experience in working with the students. He also introduced Ms. Sara Filing, a parent on the site council to speak. She shared her gratitude and how grateful she is having her son attend Phoenix.

5. **CONSENT AGENDA**

- 5.1 Classified Personnel Report
- 5.2 Certificated Personnel Report
- 5.3 Student Discipline Stipulated Expulsion Students # 13/14 – L.
- 5.4 Appointment of Library Advisory Committee Representative.
- 5.5 Ratification of Professional Services Authorization with LPA, Inc. for review of Room 4 portable at Sheridan Elementary School
- 5.6 Ratification of Agreement for Services with School Facility Consultants for Preparation of Annual School Facility Needs Analysis and School Facility Fee Justification Study

4.1.8

Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 roll call vote to approve the consent agenda as presented. Roll call vote: Aye: Haley, Long, Armitage, Carras, Wyatt

6. COMMUNICATION FROM THE PUBLIC

No communication from the public

7. REPORTS & COMMUNICATION

- 7.1 Lincoln High School, Student Advisory – Jillian Loya, not present
- 7.2 Western Placer Teacher's Association – Tara McCroskey, had no report
- 7.3 Western Placer Classified Employee Association – Mike Kimbrough, shared the following:

As you all know, in the last few years, we have been faced with numerous reductions of one kind or another. We are now in hopefully a new era where education in our state will be funded at a level in the future where it should be and at least equal to what other states fund education.

California currently ranks 49th for funding per ADA nationwide. The new funding formula for schools in California will hopefully start funding our California schools at a level that will allow us to provide for our students so they may succeed and we can once again be the great state that we are and allow our students to excel.

Going forward, We look forward to working with WPTA , Administration, The School Board and all involved parties to do what is necessary to ensure that we are providing for our students at the level that we all want to provide.

To accomplish this, we must ensure that both Classified and Certificated are staffed at the levels that they should be to provide an enhanced learning environment. We currently have staff that is working under extreme pressures to get done what must be done. We have classified staff working extra hours for free, which is against the California Ed code, to get done what must be accomplished due to staffing reductions and being understaffed. We have eliminated the Health Clerks in our District, which has placed an extreme burden on our already understaffed offices as they now have to take care of what used to be the Health Clerk duties. We have reduced hours for our elementary school library technicians, while still asking them to see every student for the teacher prep time at their sites, making their own lesson plans, etc. for the students and still maintain the libraries, doing their librarian duties. We have reduced custodial staffing so that a lot of our areas at sites are only cleaned every other day. We have reduced bussing for our students. The list goes on.

For our teachers, California has more students per teacher than any other state. Statewide for K-12 it sits at about 25.6 student's average per teacher. Our District is higher than that. At our High School, most classes have at least 40 students. Compare this to the US average which is 16 students per teacher.

We need to take care of these problems and also maintain and enhance the programs that are offered to our students and meet the common core state standards.

As you can see, we have a lot of work ahead of us.

4.1.9

7.4 Superintendent – Scott Leaman had no report

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Discussion/
Information **REOPENER NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #741 – Davis (13-14 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. The California School Employees Association Chapter #741 and the Western Placer Unified School District are both proposed reopener negotiations under the current Collective Bargaining Agreement. Both Parties proposals are presented in this agenda item (see attached), in order to allow the members of the public to become informed and have an opportunity to express themselves regarding the proposals.

Ryan presented the Reopener of Negotiations regarding the Collective Bargaining Agreement between WPUSD and CSEA. This information will allow the public to be informed and the opportunity to express themselves regarding the proposals. This will come back for approval.

8.2 Action **APPROVE RESOLUTION #13/14.15 INCREASE DISTRICT ROVING CASH ACCOUNT – Kilpatrick (13-14 G & O Component I, II, III, IV, V)**

•The District has found a need to increase the Revolving Cash account from \$2,000 to \$5,000 to accommodate payments needed for payroll adjustments, emergency funds and other school district business. Many times throughout the month, manual checks may need to be written within a day.

Audrey Kilpatrick presented Resolution No. 13/14.15 requesting to increase the revolving cash account. Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 roll call vote approving Resolution No. 13/14.15 increasing the revolving cash account from \$2,000 to \$5,000. *Roll call vote: Long, Armitage, Carras, Haley, Wyatt*

8.3 Information **DISTRICT OVERVIEW OF CERTIFICATES OF PARTICIPATION – DEBT FINANCING AND PAYMENT STRUCTURE – Kilpatrick (13-14 G & O Component I, II, III, IV, V)**

•In 2008 and 2009, the district embarked on a COPs restructuring plan to create a debt repayment schedule that reflects the timing of the receipt of known revenue sources and secure fixed interest rates for budgeting purposes. In 2011, the district restructured the remaining Certificate of Participation debt. The restructuring accomplished two primary objectives. First, the interest rates were converted from variable rate to fixed rate in order to give the district certainty and stability over the amount of the annual payment. Second, the terms of the principal repayment of the loan were extended to make the debt payment affordable given the district’s available repayment sources.

4.1.10

Cathy Damini, of Capital Financing reviewed the following on COP repayment plan:

- **Outstanding Certificates of Participation**
 - In 2008 the District embarked on a COP restructuring plan
 - ~Restructured 5 outstanding variable rate COPs into 4 fixed rate COPs
 - With repayment structured based on available revenues
- **Certificates of Participation**
 - Long-term loan structured like a lease
 - Can be repaid from any legally available revenue source
 - ~Ultimately an obligation of the General Fund
 - Used to fund capital
- **The District's Restructuring Parameters**
 - Reduce annual payments to a "manageable"
 - Match payments to available revenue sources
 - Lock in fixed interest rates (*so that the District can budget into the future*)
 - Minimize the impact on the General Fund
- **COP Payment Plan**
- **Revenue Sources Available for Debt Repayment**
 - Facilities Fund Balance
 - Mello-Roos (CFD) Special Taxes
 - Developer Fees
- **Status of Revenue Sources**
 - Small increases in the California Construction Cost Index have lowered the CFD Special Tax revenues projections
 - ~Original projections estimated a 2% increase
 - With the economic downturn, developer fees were not coming in as expected until 2012-13
 - ~Developer fee collections increased by 110% last year, with collections of \$735,000 in 2012-13 and collections of \$1,544,000 in 2013-14
- **Thoughts on CFD Tax Collections**
 - CFD tax collections are a relatively secure repayment source
 - A portion of the CFD #1 collections are already pledged toward repayment of the District's outstanding CFD bonds
 - ~Remaining CFD #1 and all CFD #2 collections are applied toward COP repayment
- **Additional Thoughts on CFD Tax Collections**
 - The COP repayment plan only accounts for currently taxable units
 - As new units are constructed within CFD #1 and CFD #2, additional tax collections will be applied toward COP repayment
- **Thoughts on Developer Fees**
 - Developer fees are a VERY unreliable revenue source
 - ~But are essential in the District's COP repayment plan
 - Projects of this revenue source provide an idea of the District's ability to repay the COPs

4.1.11

- ~And estimate shortfall
- Actual developer fee collections will vary from projections
- The District will need to annually evaluate whether all developer fee collections can be applied to COP repayment.
- **Differences from the Original Plan**
 - In 2008, the General Fund liability wasn't expected to occur until 2018
 - ~In 2010, after some of the restructuring were completed, this was estimated to be 2022
 - ~Now, with revisions to several revenue assumptions, this is estimated to be 2021
- **Ongoing Debt Maintenance**
 - Restrict Facilities Fund Balance for Debt Repayment
 - ~*Use of Facilities Fund Balance for projects other than debt repayment will increase the General Fund liability*
 - Consider Applying Additional Developer Fee Revenue Towards Repayment
 - ~*Try to minimize future impact on the General Fund*
 - Identify Alternative Revenue Sources
 - ~*Monitor refinance opportunities of \$15 million on CFD #1 bonds*

- 8.4 Information **PROPOSITION 39 UPDATE – Steer (13-14 G & O Component I, II, III, IV, V)**
• Proposition 39 and Senate Bill 73 were signed into law on June 27, 2013, called the California Clean Energy Jobs Act of 2013. The purpose of this bill was to give funding to various entities to promote the improvement of energy efficiency and the creation of jobs. This program will be run by the California Energy Commission, and funds apportioned by the California Department of Education.

Heather Steer gave an update on the California Clean Energy Jobs Act. This can be rolled into a project. The District must conform to the regulations, there will need some sort of competitive selection.

- 8.5 Action **APPROVAL OF REVISED FUTURE SCHOOL CAPACITIES – Steer (13-14 G & O Component I, II, III, IV, V)**

• In previous projects and master planning activities in Western Placer, the average capacities for schools were low for all grade levels. In 2008 with an interim master plan prepared by Ron Fiest, it was suggested that we would need to increase the size of future schools in order to run effective programs and build responsibly. The interim plan and Dr. Fiest's suggestions were Board approved that same year. In making this move, the District was able to reduce the size of the future building plan in almost half; both in number of schools and cost for the program.

Heather Steer presented a revised capacity size for future school sites, as well as schools being designed to hold more portables. Motion by Mr. Carras, seconded by Mr. Long, and passed by a 5-0 vote (**Ayes:** Armitage, Carras, Haley, Long, Wyatt, **No:** None) to approve the revised school capacities.

4.1.12

February 18, 2014

Minutes

8.6 Action **CSBA DELEGATE ASSEMBLY ELECTION**– *Leaman (13-14 G & O Component I, II, III, IV, V)*

•CSBA request the Board of Trustees take action to elect a representative to CSBA Delegate Assembly from our region or subregion. The board as a whole may vote for one candidate for the vacancy of the Subregion 4-D, which covers (Nevada, Placer, Sierra Counties). The ballot must be submitted by March 15, 2014.

Motion by Mr. Carras, seconded by Mr. Haley, and passed by a 5-0 (**Ayes:** *Armitage, Carras, Haley, Long, Wyatt*, **No:** *None*) to submit the ballot to CSBA for Delegate Assembly.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley appreciated the district COP report

Mr. Long shared, it was a wonderful board meeting, and enjoyed visiting Phoenix High School, and LHS has a new Football Coach

Mr. Armitage no report

Mr. Carras no report

Mrs. Wyatt reported Shirley Russell was honored by Rotary, for her years of Service.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤**March 4, 2014 7:00 P.M.**, Regular Meeting of the Board of Trustee – Lincoln High School Theater

➤**March 18, 2014 7:00 P.M.**, Regular Meeting of the Board of Trustee – Creekside Oaks School

11. ADJOURNMENT

There being no further business the meeting was adjourned at 8:17 p.m.

Kris Wyatt, President

Damian Armitage, Clerk

4.1.13

Scott Leaman, Superintendent

**Rosemary Knutson, Secretary to the
Superintendent**

Adopted:

Ayes:

Noes:

Absent:

<p>BOARD BYLAW 9320: Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1</p>

4.1.14

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Warrants

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Warrants may be found at
www.wpusd.k12.ca.us

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the February 4, 2014 board meeting.

RECOMMENDATION:

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

Checks Dated 02/21/2014					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85357462	02/21/2014	AT&T	01-5560	3,819.73	
			13-5560	97.45	
			21-5560	56.57	3,973.75
85357463	02/21/2014	PACIFIC GAS & ELECTRIC CO	01-5510		52,294.80
85357464	02/21/2014	Mary V. Boyle	01-4300		110.12
85357465	02/21/2014	Ryan C. Davis	01-5200		515.51
85357466	02/21/2014	ADVANCED INTEGRATED PEST	01-5800		1,288.00
85357467	02/21/2014	APPLE INC.	01-4400		2,603.01
85357468	02/21/2014	BANK OF AMERICA #0187	01-4300	490.00	
			01-5200	521.21	1,011.21
85357469	02/21/2014	DAVID W. GIRARD DBA GIRARD EDWARDS & HANCE	01-5810		82.50
85357470	02/21/2014	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		957.83
85357471	02/21/2014	DIVERSE NETWORK ASSOCIATES	01-5800		739.92
85357472	02/21/2014	ELLIS LAW GROUP LLP	01-5810		960.00
85357473	02/21/2014	FOLLETT EDUCATIONAL SERVICES	01-4100		202.53
85357474	02/21/2014	GRAINGER .	01-4300		449.73
85357475	02/21/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		9.65
85357476	02/21/2014	LOWE'S	01-4300		1,578.55
85357477	02/21/2014	LOZANO SMITH, LLP	25-5810		995.00
85357478	02/21/2014	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		3,511.97
85357479	02/21/2014	RAY MORGAN CO. / CHICO	01-9340		1,679.11
85357480	02/21/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		189.48
85357481	02/21/2014	RIEBES AUTO PARTS	01-4365		2,442.36
85357482	02/21/2014	SAC VAL JANITORIAL SALES	01-4300		290.69
85357483	02/21/2014	SIERRA FOOTHILLS ACADEMY	01-5800		9,444.22
85357484	02/21/2014	SIERRA OFFICE SUPPLIES &	01-4300		235.58
85357485	02/21/2014	SIG SCHOOLS INSURANCE GROUP	01-3402		1,614.56
85357486	02/21/2014	TALK TOOLS TM	01-4300	403.67	
			Unpaid Sales Tax	27.03-	376.64
85357487	02/21/2014	UNITED RENTALS EXCHANGE, LLC	01-5600		1,931.18
85357488	02/21/2014	WESTERN BLUE AN NWN COMPANY	01-4400		35,573.60
85357489	02/21/2014	"DANIELSEN COMPANY, THE"	13-4380	154.69	
			13-4710	3,749.81	
			Unpaid Sales Tax	1.96-	3,902.54
85357490	02/21/2014	CROWN DISTRIBUTING INC.	13-4380		648.09
85357491	02/21/2014	ED JONES FOOD SERVICE	13-4710		4,574.28
85357492	02/21/2014	PIZZA GUYS	13-4710		587.38
85357493	02/21/2014	SAFEWAY INC	01-4300		26.91
85357494	02/21/2014	SARA LEE	13-4710		397.24
85357495	02/21/2014	SEVEN UP BOTTLING CO OF SF	13-4710		349.96
85357496	02/21/2014	WPUSD PETTY CASH FUND	01-4300	468.00	
			01-5800	42.30	
			01-8699	42.00	

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

ESCAPE

ONLINE

Page 1 of 2

Checks Dated 02/21/2014					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85357496	02/21/2014	WPUSD PETTY CASH FUND	13-4300	145.00	
			13-4710	100.00	
			76-9558	583.33	1,380.63
85357497	02/21/2014	Jeffrey T. Dardis	13-4345	253.12	
			13-4380	4.06	
			13-4710	29.50	
			13-5300	90.00	376.68
85357498	02/21/2014	Lana M. Parr	01-4300		44.60
85357499	02/21/2014	Karen A. Roberts	01-4300		7.50
85357500	02/21/2014	Melissa B. Willes	12-4300		261.84
85357501	02/21/2014	BARNES & NOBLE BOOKSTORES	01-4300		1,375.15
85357502	02/21/2014	CALTRONICS BUSINESS SYSTEMS	01-5600		214.72
85357503	02/21/2014	CDE - CALIF DEPT OF EDUCATION	01-5200		650.00
85357504	02/21/2014	CTAP REGION 3	01-4300		2,500.00
85357505	02/21/2014	DE LAGE LANDEN	01-5600		336.37
85357506	02/21/2014	DELTA CHARTER BUS	01-5800		2,124.00
85357507	02/21/2014	ENRICHMENT RESOURCES	01-4300		71.45
85357508	02/21/2014	FOLLETT LIBRARY RESOURCES	01-4200		1,287.51
85357509	02/21/2014	LIFETOUCH NSS ACCOUNTS RECEIVABLE	01-4300		1,101.03
85357510	02/21/2014	OFFICE DEPOT	01-4300		215.46
85357511	02/21/2014	ORIENTAL TRADING COMPANY INC	01-4300	38.48	
			Unpaid Sales Tax	1.99-	36.49
85357512	02/21/2014	STAPLES ADVANTAGE	01-4300		1,921.51
85357513	02/21/2014	TEACHER CREATED RESOURCES	01-4300		74.90
85357514	02/21/2014	TRAVIS HUNT	01-5800		52.00
Total Number of Checks			53		<u><u>149,579.74</u></u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	44	136,533.40
12	Child Development Fund	1	261.84
13	Cafeteria Fund	9	11,180.58
21	Building Fund #1	1	56.57
25	Capital Facilities Fund	1	995.00
76	Payroll Fund	1	583.33
Total Number of Checks		53	149,610.72
Less Unpaid Sales Tax Liability			30.98-
Net (Check Amount)			<u><u>149,579.74</u></u>

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

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Checks Dated 02/14/2014					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85356248	02/14/2014	CITY OF LINCOLN / PG&E REIMB	01-5510		1,745.99
85356249	02/14/2014	MISSION UNIFORM SERVICE INC	01-4300	71.12	
			01-5800	1,434.09	1,505.21
85356250	02/14/2014	PACIFIC GAS & ELECTRIC CO	01-5510		970.79
85356251	02/14/2014	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85356252	02/14/2014	SPURR	01-5530		16,009.13
85356253	02/14/2014	WAVE DIVISION HOLDINGS	01-5560		7,523.38
85356254	02/14/2014	Lauren M. Quinn	01-5200		214.48
85356255	02/14/2014	"DANIELSEN COMPANY, THE"	13-4380	102.98	
			13-4710	1,061.90	
			Unpaid Sales Tax	4.50-	1,160.38
85356256	02/14/2014	CROWN DISTRIBUTING INC.	13-4380		783.88
85356257	02/14/2014	D & P CREAMERY	13-4710		12,350.85
85356258	02/14/2014	ED JONES FOOD SERVICE	13-4710		6,257.00
85356259	02/14/2014	PIZZA GUYS	13-4710		1,189.48
85356260	02/14/2014	PROPACIFIC FRESH	13-4710		173.30
85356261	02/14/2014	SAFEWAY INC	01-4300		38.28
85356262	02/14/2014	SARA LEE	13-4710		405.35
85356263	02/14/2014	SKY ZONE INDOOR TRAMPOLINE PARK	01-5800		729.50
85356264	02/14/2014	RAY & SAMANTHA STACY	11-8699		140.00
85356265	02/14/2014	Robert T. Lyons	01-4300	117.74	
			01-5200	34.94	152.68
85356266	02/14/2014	Diane M. Metzelaar	01-4300		26.88
85356267	02/14/2014	Jessica L. Rogers	01-5200		89.82
85356268	02/14/2014	Nancyann M. Rowell	01-5200		126.56
85356269	02/14/2014	Amber N. Sanderson	01-5200		144.31
85356270	02/14/2014	Eli M. Turner	01-5200		169.14
85356271	02/14/2014	ACSA - PLACER CO. CHAPTER ATTN: DENNY RUSH	01-5200		140.00
85356272	02/14/2014	ADD SOME CLASS	01-4300		233.25
85356273	02/14/2014	ALAN S BROOKS	21-5800		1,275.00
85356274	02/14/2014	ALEJANDRO VELASCO	01-5800		478.01
85356275	02/14/2014	APPROVED SAFE & LOCK	01-4300	84.01	
			01-5600	75.70	159.71
85356276	02/14/2014	CAPITOL CLUTCH AND BRAKE INC	01-4365		63.06
85356277	02/14/2014	COLLEGE OAK TOWING	01-5800		436.80
85356278	02/14/2014	COOKS PORTABLE TOILETS	01-5600		310.63
85356279	02/14/2014	DAWSON OIL COMPANY	01-4345		6,747.80
85356280	02/14/2014	DELL	01-4400		1,677.02
85356281	02/14/2014	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		587.73
85356282	02/14/2014	DSA - DIVISION OF THE STATE ARCHITECT	21-5800		500.00
85356283	02/14/2014	GRAINGER .	01-4300		610.26
85356284	02/14/2014	GRAYBAR ELECTRIC COMPANY INC	01-4300		348.66
85356285	02/14/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		807.27

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Checks Dated 02/14/2014					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85356286	02/14/2014	ISS - INTERNET SOFTWARE	01-4300		360.00
85356287	02/14/2014	JABBERGYM INC.	01-5800		4,108.75
85356288	02/14/2014	JANE JOHNSON SPEECH THERAPY, INC.	01-5800		11,803.75
85356289	02/14/2014	JIVE COMMUNICATIONS, INC.	01-5560		439.70
85356290	02/14/2014	K S TELECOM INC	01-5800		3,360.00
85356291	02/14/2014	KIMBERLY SHOOK	01-5800		201.60
85356292	02/14/2014	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		764.75
85356293	02/14/2014	LOOMIS UNION SCHOOL DISTRICT	01-4300		150.00
85356294	02/14/2014	LOZANO SMITH, LLP	01-5810	464.00	
			25-5810	1,970.60	2,434.60
85356295	02/14/2014	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		1,410.78
85356296	02/14/2014	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,321.00
85356297	02/14/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		195.35
85356298	02/14/2014	MICHAEL SPITERI - DBA SPITERI BROS HARDWOOD FLOORING	01-5600		400.00
85356299	02/14/2014	O'REILLY'S AUTO PARTS O'REILLY AUTOMOTIVE, INC.	01-4365		8.59
85356300	02/14/2014	PCOE - PLACER CO OFFICE OF ED	01-5200		250.00
85356301	02/14/2014	PENWORTHY COMPANY	01-4200		3,249.03
85356302	02/14/2014	PLACER LEARNING CENTER	01-5800		35,529.42
85356303	02/14/2014	RAINFORTH GRAU ARCHITECTS	21-5800		14,771.25
85356304	02/14/2014	RED SCHOOLHOUSE SOFTWARE	01-5800		312.80
85356305	02/14/2014	SAC VAL JANITORIAL SALES	01-4300		601.17
85356306	02/14/2014	SEED, INC.	35-6200		20,800.00
85356307	02/14/2014	SIERRA OFFICE SUPPLIES &	11-4300		73.80
85356308	02/14/2014	SOLOM FIRE CONTROL	01-4300		188.13
85356309	02/14/2014	SUTTER MEDICAL FOUNDATION	01-5800		195.00
85356310	02/14/2014	SWRCB/STATE WATER RESOURCES	01-5800		1,791.00
85356311	02/14/2014	TAG / AMS INC	01-5800		125.00
85356312	02/14/2014	THE LATINO FAMILY	01-5200		200.00
85356313	02/14/2014	WESTERN BLUE AN NWN COMPANY	01-4300		1,896.73
85356314	02/14/2014	WESTERN PLACER WASTE	01-5540		25.63
85356315	02/14/2014	WILCO SUPPLY	01-4300		558.24
85356316	02/14/2014	Krystal G. Arnold	01-4300		36.00
85356317	02/14/2014	Tina M. Biles	01-4300		25.80
85356318	02/14/2014	Jennifer A. Clark	01-4300		59.95
85356319	02/14/2014	Cheryl A. Dyok	01-4300		54.35
85356320	02/14/2014	Colleen F. Gonzales	01-4300	46.70	
			01-5200	238.80	285.50
85356321	02/14/2014	Kelly J. Kornacki-Castillo	01-4300		168.97
85356322	02/14/2014	Holly B. Shima	01-5800		24.95
85356323	02/14/2014	APPLE INC.	01-4400		6,919.56
85356324	02/14/2014	ATV VIDEO CENTER, INC.	01-5600		970.00
85356325	02/14/2014	B&H PHOTO VIDEO	01-4400	20,538.64	
			Unpaid Sales Tax	1,427.83-	19,110.81

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Checks Dated 02/14/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85356326	02/14/2014	BALLARD & TIGHE PUBLISHERS	01-4400		1,476.60
85356327	02/14/2014	BULBMAN - SACRAMENTO	01-4300		39.65
85356328	02/14/2014	BURKETT'S OFFICE	01-4300		155.72
85356329	02/14/2014	CA DEPARTMENT OF EDUCATION	01-5200		325.00
85356330	02/14/2014	CROSS COUNTRY EDUCATION	01-5200		189.00
85356331	02/14/2014	DE LAGE LANDEN	01-5600		123.63
85356332	02/14/2014	DISCOVERY OFFICE SYSTEMS	01-4300		86.27
85356333	02/14/2014	EASTBAY / FOOTLOCKER.COM	01-4300		456.01
85356334	02/14/2014	EDMENTUM INC.	01-5800		269.00
85356335	02/14/2014	FUTURE FARMERS OF AMERICA CALIFORNIA ASSOCIATION	01-4300	3,773.25	
			Unpaid Sales Tax	263.25-	3,510.00
85356336	02/14/2014	GBC TECHNICAL SERVICE & ACCO BRANDS USA LLC	01-5800	481.82	
			Unpaid Sales Tax	33.62-	448.20
85356337	02/14/2014	LAKESHORE LEARNING MATERIALS	01-4300		167.27
85356338	02/14/2014	LINDA LOBUE DBA - RACE TO READ NOW, LLC	01-5800	1,712.48	
			Unpaid Sales Tax	119.48-	1,593.00
85356339	02/14/2014	NASCO MODESTO	01-4300		22.84
85356340	02/14/2014	OFFICE DEPOT	01-4300		198.42
85356341	02/14/2014	ORIENTAL TRADING COMPANY INC	01-4300	186.14	
			Unpaid Sales Tax	11.25-	174.89
85356342	02/14/2014	RAY MORGAN CO. / CHICO	01-5600		105.81
85356343	02/14/2014	READ NATURALLY INC.	01-5800		599.00
85356344	02/14/2014	REALLY GOOD STUFF	01-4300	105.16	
			Unpaid Sales Tax	6.58-	98.58
85356345	02/14/2014	RIEBES AUTO PARTS	01-4300		110.73
85356346	02/14/2014	RISO PRODUCTS OF SAC INC	01-4300		630.97
85356347	02/14/2014	SCHOLASTIC BOOK CLUBS	01-4300		62.00
85356348	02/14/2014	SCHOOL SPECIALTY INC	01-4300		44.85
85356349	02/14/2014	SIERRA HAY & FEED	01-4300		46.47
85356350	02/14/2014	STAPLES ADVANTAGE	01-4300		1,785.90
85356351	02/14/2014	TARGET BANK	01-4300		14.28
85356352	02/14/2014	TOMARK SPORTS	01-4300		122.73
85356353	02/14/2014	TROXELL COMMUNICATIONS	01-4300		188.13
85356354	02/14/2014	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-5200		399.00
85356355	02/14/2014	US ACADEMIC DECATHALON	01-4300	1,030.93	
			Unpaid Sales Tax	71.93-	959.00
85356356	02/14/2014	WESTERN BLUE AN NWN COMPANY	01-4300		338.63
Total Number of Checks			109		217,539.26

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	96	157,622.31
11	Adult Education Fund	2	213.80

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Checks Dated 02/14/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
13	Cafeteria Fund	7	22,324.74
21	Building Fund #1	3	16,546.25
25	Capital Facilities Fund	1	1,970.60
35	Schools Facilities (Prop 1A)	1	20,800.00
Total Number of Checks		109	219,477.70
Less Unpaid Sales Tax Liability			1,938.44-
Net (Check Amount)			<u>217,539.26</u>

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Checks Dated 02/07/2014					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85354979	02/07/2014	CITY OF LINCOLN / PG&E REIMB	01-5510		4,917.84
85354980	02/07/2014	PACIFIC GAS & ELECTRIC CO	01-5510		4,136.19
85354981	02/07/2014	Sara J. Hodgen	01-5200	68.85	
			01-5300	53.76	122.61
85354982	02/07/2014	Scott M. Leaman	01-5200		32.50
85354983	02/07/2014	Jina S. Martelle	11-5200		47.04
85354984	02/07/2014	Amy L. Pettersen	01-5200		266.96
85354985	02/07/2014	ACSA - PLACER CO. CHAPTER ATTN: DENNY RUSH	01-5200		395.00
85354986	02/07/2014	ADI HONEYWELL INTERNATIONAL	01-4300		774.29
85354987	02/07/2014	APPLE INC.	01-4300	107.45	
			01-4400	646.93	754.38
85354988	02/07/2014	BARNES & NOBLE BOOKSTORES	01-4300		664.48
85354989	02/07/2014	CALTRONICS BUSINESS SYSTEMS	01-5600		116.58
85354990	02/07/2014	CKA CA KINDERGARTEN ASSOC	01-5300		120.00
85354991	02/07/2014	DELL	01-4400		1,677.02
85354992	02/07/2014	DELTA WIRELESS	01-4300		7,652.80
85354993	02/07/2014	DIVERSE NETWORK ASSOCIATES	01-5800		739.92
85354994	02/07/2014	EDUCATIONAL DATA SYSTEMS	01-4300		16.02
85354995	02/07/2014	FEDEX	01-5800		60.88
85354996	02/07/2014	Flex-Plan Services, Inc.	01-5800		291.50
85354997	02/07/2014	GRAINGER .	01-4300		74.53
85354998	02/07/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		980.25
85354999	02/07/2014	INTEGRATED FIRE SYSTEMS INC	01-4300	93.49	
			01-5600	405.00	498.49
85355000	02/07/2014	J D PASQUETTI ENGINEERING INC	01-5600		20,645.33
85355001	02/07/2014	KRONICK MOSKOVITZ TIEDEMANN	01-5810		6,641.00
85355002	02/07/2014	LEARNING SOLUTIONS INC	01-5800		6,385.21
85355003	02/07/2014	ODYSSEY LEARNING CENTER, INC.	01-5800		2,808.90
85355004	02/07/2014	PLACER COUNTY SELPA	01-5200		2,000.00
85355005	02/07/2014	RAY MORGAN CO. / CHICO	01-9340		6,670.02
85355006	02/07/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		145.78
85355007	02/07/2014	RSD - REFRIGERATION SUPPLIES	01-4300		15.48
85355008	02/07/2014	SIERRA OFFICE SUPPLIES &	01-4300		90.52
85355009	02/07/2014	WESTERN BLUE AN NWN COMPANY	01-4300	618.13	
			01-4400	853.95	1,472.08
85355010	02/07/2014	WILCO SUPPLY	01-4300		22.64
85355011	02/07/2014	ZEP SALES & SERVICE	01-4300		4,172.85
85355012	02/07/2014	"DANIELSEN COMPANY, THE"	13-4380	74.57	
			13-4710	2,863.50	2,938.07
85355013	02/07/2014	BERNARD FOOD INDUSTRIES	13-4710		572.04
85355014	02/07/2014	CROWN DISTRIBUTING INC.	13-4380		1,000.45
85355015	02/07/2014	DISCOUNT SCHOOL SUPPLY	01-4300		196.31
85355016	02/07/2014	ED JONES FOOD SERVICE	13-4710		5,022.88

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Checks Dated 02/07/2014					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85355017	02/07/2014	MILLERS CITRUS GROVE	13-4710		425.00
85355018	02/07/2014	MISSION UNIFORM SERVICE INC	13-4300		699.45
85355019	02/07/2014	PIZZA GUYS	13-4710		1,149.18
85355020	02/07/2014	PROPACIFIC FRESH	13-4710		170.05
85355021	02/07/2014	SAFEWAY INC	01-4300		295.09
85355022	02/07/2014	SARA LEE	13-4710		288.50
85355023	02/07/2014	SCHOOL SPECIALTY INC	01-4300		68.56
85355024	02/07/2014	STAFFORD MEAT COMPANY	13-4710		384.00
85355025	02/07/2014	SYSCO SACRAMENTO	13-4380	304.38	
			13-4710	912.60	1,216.98
85355026	02/07/2014	TARGET BANK	01-4300		20.41
85355027	02/07/2014	Ruben Ayala	01-5200		309.82
85355028	02/07/2014	Jacqueline S. Banderas	01-4300		19.93
85355029	02/07/2014	Stacey Brown	01-5200		296.92
85355030	02/07/2014	Derek C. Hutchinson	01-5200		6.89
85355031	02/07/2014	Jason R. Noonan	01-4300		129.00
85355032	02/07/2014	Karen A. Roberts	01-4300		20.43
85355033	02/07/2014	Rachel A. Scontriano	01-4300		54.08
85355034	02/07/2014	ANAHEIM MARRIOTT	01-5200		303.48
85355035	02/07/2014	BUREAU OF EDUCATION & RESEARCH	01-5200		916.00
85355036	02/07/2014	CALTRONICS BUSINESS SYSTEMS	01-5600		209.68
85355037	02/07/2014	CLASSROOM DIRECT.COM	01-4300		305.08
85355038	02/07/2014	CLMS - CA LEAGUE OF MIDDLE SCHOOLS	01-5200		299.00
85355039	02/07/2014	DEVELOPMENTAL STUDIES CENTER	01-4300		1,276.28
85355040	02/07/2014	DIRECT PRESS 2	01-4300		193.61
85355041	02/07/2014	DISCOVERY OFFICE SYSTEMS	01-4300		856.29
85355042	02/07/2014	FOLLETT LIBRARY RESOURCES	01-4200		181.51
85355043	02/07/2014	FULL COMPASS SYSTEMS	01-4300	69.56	
			Unpaid Sales Tax	4.86-	64.70
85355044	02/07/2014	HAWKINS OFFICIATING SERVICE	01-5800		280.00
85355045	02/07/2014	J.W. PEPPER & SON INC	01-4300		382.37
85355046	02/07/2014	LAKESHORE LEARNING MATERIALS	01-4300		78.43
85355047	02/07/2014	LINCOLN HIGH SCHOOL	01-5800		182.00
85355048	02/07/2014	NASCO MODESTO	01-4300		56.57
85355049	02/07/2014	OFFICE DEPOT	01-4300	1,171.97	
			11-4300	418.11	1,590.08
85355050	02/07/2014	ORIENTAL TRADING COMPANY INC	01-4300	81.33	
			Unpaid Sales Tax	4.84-	76.49
85355051	02/07/2014	PCOE - PLACER CO OFFICE OF ED	01-5200		2,050.00
85355052	02/07/2014	PITNEY BOWES CREDIT CORP ACCOUNT #16271873867	01-5600		197.34
85355053	02/07/2014	POSTMASTER / TBMS	01-4300		460.00
85355054	02/07/2014	PURCHASE POWER	01-4300		70.09
85355055	02/07/2014	RENAISSANCE LEARNING INC.	01-5800		686.25
85355056	02/07/2014	SCHOOL SPECIALTY INC	01-4300		183.04
85355057	02/07/2014	SEW CAL MONOGRAMMING	01-4300		642.85
85355058	02/07/2014	SIERRA OFFICE SUPPLIES &	01-4300		70.60

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Checks Dated 02/07/2014					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85355059	02/07/2014	SUPER DUPER SCHOOL COMPANY	01-4300	108.26	
			Unpaid Sales Tax	7.56-	100.70
85355060	02/07/2014	TARGET BANK	01-4300		44.03
85355061	02/07/2014	THE LIBRARY STORE INC.	01-4300		23.93
85355062	02/07/2014	TROXELL COMMUNICATIONS	01-4300	20,005.22	
			01-4400	10,959.62	30,964.84
85355063	02/07/2014	US BANK BUSINESS EQUIPMENT	01-5600		492.00
85355064	02/07/2014	WESTERN BLUE AN NWN COMPANY	01-4300		2,204.53
85355065	02/07/2014	Armando Altamirano	01-4300		300.00
Total Number of Checks			87		<u>136,434.90</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	75	122,120.41
11	Adult Education Fund	2	465.15
13	Cafeteria Fund	11	13,866.60
Total Number of Checks		87	136,452.16
Less Unpaid Sales Tax Liability			17.26-
Net (Check Amount)			<u>136,434.90</u>

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

ESCAPE **ONLINE**

Page 3 of 3

4.2.9

Checks Dated 01/31/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85353788	01/31/2014	VERIZON WIRELESS	01-5560	1,177.00	
			11-5560	27.41	
			12-5560	27.41	
			13-5560	62.79	
			21-5560	72.53	1,367.14
85353789	01/31/2014	"DANIELSEN COMPANY, THE"	13-4380	227.27	
			13-4710	2,784.91	
			Unpaid Sales Tax	4.13-	3,008.05
85353790	01/31/2014	CROWN DISTRIBUTING INC.	13-4380		583.05
85353791	01/31/2014	GOLDEN STATE EQUIPMENT REPAIR	13-5600		641.95
85353792	01/31/2014	MILLERS CITRUS GROVE	13-4710		637.50
85353793	01/31/2014	PIZZA GUYS	13-4710		1,678.19
85353794	01/31/2014	PROPACIFIC FRESH	13-4710		382.05
85353795	01/31/2014	SAFeway INC	01-4300		88.81
85353796	01/31/2014	SARA LEE	13-4710		354.19
85353797	01/31/2014	SLIC CO-OP LEAD DISTRICT	13-5300		50.00
85353798	01/31/2014	SYSCO SACRAMENTO	13-4380	215.26	
			13-4710	681.03	896.29
85353799	01/31/2014	VENDMART OF SACRAMENTO	13-4710		796.55
85353800	01/31/2014	WPUSD PETTY CASH FUND	01-5800	327.65	
			01-8699	30.00	
			11-8699	162.00	
			12-8699	82.00	
			13-4300	270.00	
			13-4710	72.00	943.65
85353801	01/31/2014	Rachel A. Scontriano	01-5200		63.84
85353802	01/31/2014	ADD SOME CLASS	01-4300		83.04
85353803	01/31/2014	AIRGAS	01-4300		22.32
85353804	01/31/2014	BUREAU OF EDUCATION & RESEARCH	01-5200		916.00
85353805	01/31/2014	C & S TELECOMMUNICATIONS INC	01-5600		110.00
85353806	01/31/2014	CASBO - SACRAMENTO SECTION SHERYL BAILEY	01-5200		120.00
85353807	01/31/2014	CDE - CALIF DEPT OF EDUCATION	01-5800		233.26
85353808	01/31/2014	DAVID W. GIRARD DBA GIRARD EDWARDS & HANCE	01-5810		109.50
85353809	01/31/2014	DISCOVERY OFFICE SYSTEMS	01-5600		84.47
85353810	01/31/2014	DIVERSE NETWORK ASSOCIATES	01-5800		739.92
85353811	01/31/2014	FOLLETT EDUCATIONAL SERVICES	01-4100		5,421.73
85353812	01/31/2014	FOLLETT LIBRARY RESOURCES	01-4100	4,216.67	
			01-4200	706.03	4,922.70
85353813	01/31/2014	GLENCOE DIVISION MCGRAW-HILL COMPANIES	01-4100		4,570.34
85353814	01/31/2014	GRAINGER .	01-4300		128.68
85353815	01/31/2014	GUIDING FITNESS	01-5800		800.00
85353816	01/31/2014	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		988.70
85353817	01/31/2014	JANE JOHNSON SPEECH THERAPY, INC.	01-5800		7,813.75

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

ESCAPE ONLINE

Page 1 of 3

4.2.10

Checks Dated 01/31/2014					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85353818	01/31/2014	LAKESHORE LEARNING MATERIALS	01-4300		544.37
85353819	01/31/2014	LOZANO SMITH, LLP	01-5810		110.22
85353820	01/31/2014	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		2,593.50
85353821	01/31/2014	MCGRAW-HILL	01-4100		38,180.13
85353822	01/31/2014	MEDICAB OF SACRAMENTO/SIERRA	01-5800		1,145.00
85353823	01/31/2014	MEDICAL BILLING TECHNOLOGIES	01-5800		123.55
85353824	01/31/2014	MPS - HOLTZBRINCK PUBLISHERS	01-4100		5,555.64
85353825	01/31/2014	PLACER COUNTY SELPA	01-5200		1,225.00
85353826	01/31/2014	PLATT ELECTRIC SUPPLY, INC.	01-4300		139.56
85353827	01/31/2014	PURCHASE POWER	01-4300		97.45
85353828	01/31/2014	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600	585.64	
			01-7438	38.45	
			01-7439	404.56	1,028.65
85353829	01/31/2014	RSD - REFRIGERATION SUPPLIES	01-4300		202.23
85353830	01/31/2014	SIERRA OFFICE SUPPLIES &	01-4300		196.14
85353831	01/31/2014	SIG EMPLOYEE BENEFITS TRUST	76-9554		590,472.80
85353832	01/31/2014	TOTAL EDUCATION SOLUTIONS	01-5800		2,018.75
85353833	01/31/2014	TROXELL COMMUNICATIONS	01-4300		483.75
85353834	01/31/2014	ULINE	01-4300		35.73
85353835	01/31/2014	VISTA HIGHER LEARNING	01-4100		4,033.35
85353836	01/31/2014	Nicole R. Bartlett	01-4300		50.77
85353837	01/31/2014	Jeanie E. Duncan	01-4300		86.99
85353838	01/31/2014	Cheryl A. Dyok	01-4300		79.54
85353839	01/31/2014	Michelle S. Eslinger	12-4300		37.61
85353840	01/31/2014	Kevin D. Kurtz	01-4300		71.13
85353841	01/31/2014	Anita E. Moya Del Pino	01-5200		346.75
85353842	01/31/2014	Joshua J. O'Geen	01-4300		95.58
85353843	01/31/2014	Nicholas R. Pearce	01-4300		283.96
85353844	01/31/2014	Lydia M. Ranger	01-4300	20.48	
			01-5200	5.53	26.01
85353845	01/31/2014	Karen A. Roberts	01-4300		13.46
85353846	01/31/2014	Melissa B. Willes	01-4300		47.26
85353847	01/31/2014	AIRGAS	01-4300		123.65
85353848	01/31/2014	AUBURN HARDWOODS	01-4300		953.72
85353849	01/31/2014	BAGS UNLIMITED, INC.	01-4300	146.06	
			Unpaid Sales Tax	9.53-	136.53
85353850	01/31/2014	BANK OF AMERICA #2696	01-4200	19.76	
			01-4300	4,946.40	
			01-5800	41.65	5,007.81
85353851	01/31/2014	BSN SPORTS GROUP SPORTS SUPPLY	01-4300		159.25
85353852	01/31/2014	CALIFORNIA ODYSSEY OF THE MIND	01-5300		65.00
85353853	01/31/2014	CAPITAL GOLD REGION ODYSSEY OF THE MIND	01-5800		210.00
85353854	01/31/2014	DE LAGE LANDEN	01-5600		320.35

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

ESCAPE ONLINE

Page 2 of 3

Checks Dated 01/31/2014

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85353855	01/31/2014	DEMCO MEDIA	01-4300		361.86
85353856	01/31/2014	DISCOUNT SCHOOL SUPPLY	12-4300		619.91
85353857	01/31/2014	DISCOVERY EDUCATION	01-5800		1,285.00
85353858	01/31/2014	DISCOVERY OFFICE SYSTEMS	01-4300	39.72	
			01-5600	316.68	356.40
85353859	01/31/2014	EMPIRE MINE STATE HISTORIC PK	01-5800		80.00
85353860	01/31/2014	FOLLETT LIBRARY RESOURCES	01-4200	1,616.93	
			01-4300	382.19	1,999.12
85353861	01/31/2014	GATEWAY FUND RAISING SERVICE	01-4300		2,270.00
85353862	01/31/2014	GLEN EDWARDS MIDDLE SCHOOL	01-4300		45.00
85353863	01/31/2014	JAGUAR POSTERS	01-4300	22.80	
			Unpaid Sales Tax	.90-	21.90
85353864	01/31/2014	NASCO MODESTO	01-4300		358.00
85353865	01/31/2014	NORTHERN ENERGY	01-4300		404.06
85353866	01/31/2014	OFFICE DEPOT	01-4300		223.77
85353867	01/31/2014	PCOE - PLACER CO OFFICE OF ED	01-5200		2,500.00
85353868	01/31/2014	PURCHASE POWER	01-4300		1,062.48
85353869	01/31/2014	RAY MORGAN CO. / CHICO	01-5600		
			01-5800		134.69
85353870	01/31/2014	REALLY GOOD STUFF	01-4300	43.31	
			Unpaid Sales Tax	2.40-	40.91
85353871	01/31/2014	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
85353872	01/31/2014	RIEBES AUTO PARTS	01-4300		203.15
85353873	01/31/2014	SAFEWAY INC	01-4300		338.77
85353874	01/31/2014	SUMMIT PROFESSIONAL EDUCATION	11-5200		179.00
85353875	01/31/2014	SUPER DUPER SCHOOL COMPANY	01-4300	201.89	
			Unpaid Sales Tax	14.09-	187.80
85353876	01/31/2014	TROXELL COMMUNICATIONS	01-4400		967.50
Total Number of Checks			89		<u><u>708,631.18</u></u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	75	107,544.82
11	Adult Education Fund	3	368.41
12	Child Development Fund	4	766.93
13	Cafeteria Fund	12	9,436.74
21	Building Fund #1	1	72.53
76	Payroll Fund	1	590,472.80
Total Number of Checks		89	708,662.23
Less Unpaid Sales Tax Liability			31.05-
Net (Check Amount)			<u><u>708,631.18</u></u>

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

ESCAPE ONLINE
Page 3 of 3

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

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Ryan Davis 
Assistant Superintendent, Personnel Services

ENCLOSURES:

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

March 4, 2014

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.

4.3

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

March 4, 2014

CLASSIFIED/MANAGEMENT

NEW HIRES

- | | | | | |
|----|------------------|-------------------------------|--------------------|------------------------------------|
| 1. | Name: | Karla Noyes | Effective: | 2/10/14 |
| | Position: | Instructional Aide | Site: | Lincoln Crossing Elementary |
| | Salary: | CSEA, Range 15, Step B | Replacement | |
| | Hours: | 2 Hours/Day | | |
| | Days: | 10 Months/Year | | |

4.3.1

**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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3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Ryan Davis
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

MEETING DATE:

March 4, 2014

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.

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WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

March 4, 2014

CERTIFICATED/MANAGEMENT

REQUEST FOR LEAVE:

1. **Name:** Lori Fury
 Position: Peer Coach-Teacher on Special Assignment
 FTE: 1.0
 Effective Date: July 18, 2014
 Site: District Office

RESIGNATIONS/RETIREMENTS:

1. **Name:** Mary Boyle
 Position: Deputy Superintendent
 FTE: 1.0
 Effective Date: March 31, 2014
 Site: District Office
2. **Name:** Lynn Brown
 Position: 2nd/3rd Grade Teacher
 FTE: 1.0
 Effective Date: June 30, 2014
 Site: Sheridan Elementary School
3. **Name:** Matthew Johnson
 Position: RSP Teacher-Behavior Class
 FTE: 1.0
 Effective: June 30, 2014
 Site: Twelve Bridges Elementary

REQUESTED REASSIGNMENT:

1. **Name:** Kevin Kurtz
 Position: Requested Reassignment to teaching position
 FTE: 1.0
 Effective Date: July 1, 2014
 Site: TBD

4.4.1

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
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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 Out of State Travel

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

Per District Administrative Regulation 3350 – Travel Expenses - all out-of-state travel shall be presented to the Board for approval with a complete explanation of the school business purpose to be served.

The principal of First Street School, Reuben Ayla, will be attending the ACSA North State Spring Conference in Reno Nevada from April 25th to 27th 2014. The conference will cover full range of workshops of educational areas.

The expenditures related to the conference will be funded from school site's Title I Staff Development funds. Projected costs total approximately \$500 (including registration, lodging and meals).

RECOMMENDATION:

Administration recommends Board approval for Principal Reuben Ayla for out of state travel to attend the ACSA North State Spring Conference.

4.5

02/27/2014 01:17 0100400204 FIRST STREET SCHOOL PAGE 02

North State Spring Conference

Opportunity for All Conference Participants!!

4th Annual Pre-Conference Event

hosted by McGraw Hill Education Group and Houghton Mifflin Harcourt
(includes lunch, materials and
Afternoon Breakout sessions)

April 25—27, 2014
The Peppermill
Reno

Sponsored by ACSA
Regions 1, 2, 3, 4

Special Early Bird Registration
Register by April 1, 2014
and save \$50

Pay online by credit card
(details inside)

*Facing Tomorrow's
Challenges Today*



Visit us online at: regions.acsa.org/2/about/north-state-spring-conference/

Introduction & Information

ACSA Regions 1, 2, 3, 4 have collaborated to bring you a full range of workshops combined with dynamic keynote speakers to provide an exceptional conference. This year we are returning to The Peppermill in Reno. We are again offering a special Early Bird Registration. **Make reservations before April 1 and save \$50.** Don't miss this outstanding opportunity to hear new ideas and network with fellow educators from the North State.



Register online and use your credit card at <https://www.regonline.com/nssc2014> (additional fees apply)

Cancellations must be made in writing.

Deadline for cancellations: April 11, 2014.

\$30 fee charged for cancellations received by April 11, \$75 after April 11, 2014.

Consider use of
Title II Funds

Hotel Reservations

Special Early Bird Room Rate - Double or Single—of \$109 until April 1, 2014. There is a \$5 resort fee that includes WIFI, health club, pool, valet, etc. There will also be a \$50 refundable security deposit. Make reservations directly with the Peppermill at 800-282-2444 or online at regions.acsa.org/2/about/north-state-spring-conference. Specify ACSA Conference (Code: AACSA14). Make your reservations early. You can upgrade to the Tuscany Tower for \$159 per night.

Conference Contacts

Conference questions, call or e-mail:

Jonathon Brunson — (530) 669-8001

Email: Jonathon.brunson@wjusd.org

Program questions, call or e-mail:

Mike Vincelli — (530) 241-3261

Email: mvincelli@suhd.net

Registration questions, call or e-mail:

Judy Bennett — 530-282-5331

Email: acsa_1234_nssc@comcast.net

Golf Tournament questions, call or email:

Mary Sakuma — 530-200-0616

E-mail: vorrozsakuma@gmail.com

Website: regions.acsa.org/2/about/north-state-spring-conference/

Pay with a credit
card online

Register for the golf tournament online and pay with a credit card: www.regonline.com/nssc-golf [additional fees apply]

Pre-Conference Event

Thursday, April 24, 2014

Sam LaCara Memorial Golf Tournament

8:00 a.m. Lakeridge Golf Course, Reno, NV

Pre-Conference Workshops

Friday, April 25, 2014

- 8:30 a.m. Registration—Annual Pre-Conference Event hosted by McGraw Hill Education and Houghton Mifflin Harcourt
- 9:00 a.m. Welcome/California State Update
- 9:40 a.m. *Narrow the Focus: Unpacking of Common Core Standards*
Keynote—Tim Shanahan
- 11:30 p.m. Working Lunch—Keynote—Dr. Timothy Kamold
- 12:45-2:30 Breakout Sessions—Workshops presented by McGraw Hill Education and HMH (see inserts for details)
- 6:30-8:30 Meet and Greet Reception hosted by McGraw and HMH

Conference Schedule

Friday, April 25, 2014

- 10:00 a.m. Registration Opens
- 2:00 p.m. Visit vendor exhibits
- 5:30 p.m. First General Session — "Flip" Flippen
- 7:00 p.m. Charter Presidents' Reception

Saturday, April 26, 2014

- 7:30 a.m. Registration/Visit and meet with exhibitors, Coffee
- 8:15 a.m. Distinguished Speaker Breakouts
- 9:30 a.m. Distinguished Speaker Breakouts (2 sessions)
- 12 Noon Lunch—Second General Session—Bill McBride, speaker sponsored by HMH. Lunch co-sponsored by Atkinson, Anderson, Loya, Ruud & Rono
- 2:15 p.m. Distinguished Speaker Breakouts
- 3:30 p.m. Regional Delegate Meetings
- 6:00 p.m. Regional Presidents' Reception
- 7:00 p.m. Desserts/Dancing.
Music/DJ: Firehouse Entertainment

Sunday, April 27, 2014

- 8:00 a.m. Hot Buffet Breakfast Third General Session
- 9:00 a.m. *Challenges Facing Administrators in 2014* by Wes Smith, ACSA Executive Director and Brett McFadden, PVUSD CBO
- 9:30 a.m. Kevin Bracy "Be the Greatest at What you Do"
- 10:00 a.m. Conference Adjourns



hp LaserJet 3015

WPUSD ACCOUNTING
9166455295
Feb-24-2014 16:51



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
634	2/24/2014	16:49:56	Receive	9166456284	1:11	3	OK

02/24/2014 01:17 9166456284 FIRST STREET SCHOOL PAGE 01

FIRST STREET SCHOOL
ESCUELA CALLE PRIMERA
Western Placer Unified School District
"EXCELLENCE IN EDUCATION"



RUBEN AYALA, PRINCIPAL
1400 First Street, Lincoln, CA 916-645-6330 916-645-6284 fax

FACSIMILE TRANSMITTAL SHEET

TO: Audrey K.	FROM: Ruben A.
COMPANY:	DATE:
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER: 3
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: Conf. info.	YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

1400 FIRST STREET
LINCOLN, CA 92648
(916) 645-6330
(916) 645-6284 (FAX)

4.5.3

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 Western Blue (NWN Company)
Purchase Order with Western States Contracting
Alliance (WSCA) HP Master Agreement

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services
Educational Services

FINANCIAL INPUT/SOURCE:

Common Core Funds

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

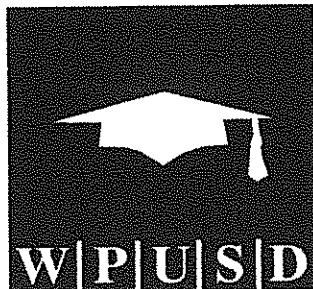
Per District Administrative Regulation 3311 - Bids, if an existing contract between a public corporation or agency and a vendor for the purchase of personal property, the district may authorize purchase of personal property directly from the vendor by purchase order and make payment under the same terms that are available to the public corporation or agency under contract.

Western Blue (NWN Company) is an approved servicing subcontractor with the Western States Contracting Alliance (WSCA) HP Master Agreement. This master agreement allows K-12 schools to purchase computer equipment through this master agreement. With this purchase order the District is purchasing 664 HP Chromebooks with Google Management licenses, 704 Logitech mouse and 19 computer tables at a total cost of \$296,960.09. The Chromebooks are to be used in the Smarter Balance Assessment Consortium (SBAC) testing this spring. The District piloted the equipment over a period of time and felt that this equipment would support the SBAC testing requirements. The equipment is to be funded from the State Common Core program one-time funds.

RECOMMENDATION:

Administration recommends Board ratify Western Blue (NWN Company) Purchase Order with Western States Contracting Alliance (WSCA) HP Master Agreement.

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**Western Placer Unified School District****PURCHASE ORDER**

NO: PO14-01326

DATE 02/21/2014

Business

600 6th Street, Suite 400

Lincoln, CA 95648

(916) 645-6387 FAX (916) 645-5295

SHIP TO:

Technology

810 J Street

Lincoln, CA 95648

Phone:

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST (including PO #) with ALL shipments.
3. Deviation in PRICE or SUBSTITUTION in kind only permitted with APPROVAL.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. No Payments will be made until ENTIRE order has been completed and accepted, unless special arrangements are made.
7. Any work performed for the District must comply with public contract code and prevailing wage requirements. Compliance is the responsibility of the vendor.
8. Vendor shall comply with the lawful requirements of the District, the State of California, and all applicable requirements of the City of Lincoln and Placer County regarding discharges to the storm drain system and watercourses, including applicable requirements specified in local municipal storm water management programs or plans.

ORDERED FROM:

Fax: (916) 596-4802

WESTERN BLUE
AN NWN COMPANY
9745 Business Park Dr Suite A
Sacramento, CA 95827

Phone: (916) 637-2200

Phone: (918) 637-2200

ORDER LOCATION		ORDER TYPE		VENDOR #	REQUISITIONER	REQUISITION #
9005 - Technology		PO without receiving		000979/1	Kevin Kurtz	VR14-01789
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT		SHIP VIA	BUYER	RPQ #

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	664	EACH	#F7W49UA#ABA HP Chromebook 14	323.00	\$214,472.00
2	664	EACH	Recycle Fee	3.00	\$1,992.00
3	664	EACH	#CROS-SW-DIS-EDU Google Management Licenses	30.00	\$19,920.00
4	704	EACH	#910-001439 - Logitech Mouse	8.00	\$5,632.00
5	19	EACH	#MD<TAB36BP-CTAL - Bretford computer table	1,810.00	\$34,390.00
			Order Sub-Total		\$276,406.00
			Sales Tax		19,087.05
			Shipping		1,467.04
			Adjustment		.00
			Order Total		\$296,960.09
			ACCOUNT DISTRIBUTION	AMOUNT	
			01. 7405. 0. 4300. 00. 0000. 7700. 001. 00. 000. 00	\$292,799.47	
			01. 7405. 0. 4400. 00. 0000. 7700. 001. 00. 000. 00	\$4,160.62	

**** End of Order ****

**** End of Order ****

AUTHORIZED BY:

4.6.1

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED
SERVICES (2009-2014)
HEWLETT-PACKARD COMPANY
MASTER PRICE AGREEMENT
CONTRACT B27164**

1. Scope:

This Participating Addendum covers the purchase of all Computer Equipment, Software, Peripherals and Related Services for all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

STATE AGENCIES ARE RESTRICTED FROM USING THIS CONTRACT IN ACCORDANCE WITH MANAGEMENT MEMO 05-11, EXCEPT FOR THOSE CATEGORIES NOT OFFERED UNDER CALIFORNIA STRATEGIC SOURCING INITIATIVE (CSSI) CONTRACTS FOR IT HARDWARE: PC GOODS AND ENTERPRISE, SERVERS AND STORAGE PRODUCTS.

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN HP, AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, HP AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. HP, AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES

2. Leasing

Funding to purchase or lease products available under this contract may be available to State agencies via the GS \$Mart (purchases) or Lease \$Mart program. For small dollar transactions where GS \$Mart or Lease \$Mart isn't available, local agencies are able to take advantage of leasing options in the original (Minnesota) contract.

3. Changes:

Changes to the terms and conditions of the signed Master Price Agreement and Participating Addendum are as follows:

- a. Orders and payment may be handled by one of HP's authorized Resellers as approved by HP. All other agency orders and payments are to be handled by HP directly unless otherwise mutually agreed by HP and the Participating Entity as allowed in this section of the Participating Addendum.
- b. The California General Provisions (CAGP) **Revision 8/10/2009 (GSPD-401IT based on April 12, 2007 standard)** for Western States Contracting Alliance (WSCA) Computer Equipment, Software, Peripherals and Related Services as attached become a part of this Participating Addendum.
- c. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Minnesota, Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets.
- d. The State of California will retain the same contract number as the State of Minnesota, Master Price Agreement number, B27164.

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**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED
SERVICES (2009-2014)
HEWLETT-PACKARD COMPANY
MASTER PRICE AGREEMENT
CONTRACT B27164**

- e. State of Minnesota, Master Price Agreement cover page, is hereby modified as follows:
"Original Award Date" changed to "Effective Date 9/1/2009".

- f. Delivery:

As negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

- g. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 day prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

- h. Reports & Administrative Fee:

Contractor shall submit quarterly reports to the California Contract Administrator for all California purchases providing the following information for products:

Agency Name	Agency Contact Name
WSCA Contract Number	Agency Address
Purchase Order Number	Total Invoice Amount
Purchase Order Date	Total Dollars for the quarter
WSCA Administrative Fee Dollar Amount	

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

Payment of the administrative fee by Contractor due irrespective of status of payments on orders from users to Contractor.

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1	(JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 2	(OCT 1 to DEC 31)	Due JAN 31
Calendar Quarter 3	(JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 4	(APR 1 to JUN 30)	Due JUL 31

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike
Department of General Services
Procurement Division
Multiple Award Program - WSCA

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED
SERVICES (2009-2014)
HEWLETT-PACKARD COMPANY
MASTER PRICE AGREEMENT
CONTRACT B27164**

707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

- i. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202
West Sacramento, CA 95605

Contact: Cynthia Okoroike
E-mail: cynthia.okoroike@dgs.ca.gov
Phone: (916) 375-4389
Fax: (916) 375-4663

- j. The primary Hewlett Packard CUSTOMER contact for this Participating Addendum is as follows:

	<u>Hewlett Packard</u>
Address:	<u>442 Swan Blvd.</u> <u>Deerfield, IL 60015</u>
Contact:	<u>Debra Lee</u>
E-Mail:	<u>Debra.lee@hp.com</u>
Phone:	<u>847/537-0344</u>
Fax:	<u>847/572-1336</u>

- k. Price Agreement Number:

The Master Price Agreement number for the Participating State is B27164. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Master Price Agreement.

This Addendum and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED
SERVICES (2009-2014)
HEWLETT-PACKARD COMPANY
MASTER PRICE AGREEMENT
CONTRACT B27164

m. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

By Signing below Hewlett Packard agrees to offer the same products/and or services as on the State of Minnesota B27164 at prices equal to or lower than the prices on this contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

9/2/09
KLD
GENERAL SERVICES
LEGAL SERVICES

State of California:

By: *A. Elberath Jr*

Name: Jim Butler

Title: Deputy Director

Date: 8/31/09

Hewlett Packard

By: *Chris Backs*

Name: Chris Backs

Title: CONTRACT NEGOTIATOR

Date: August 25, 2009

WESTERN STATES CONTRACTING ALLIANCE (WSCA)

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES (2009-2014)

GENERAL PROVISIONS

1. DEFINITIONS: Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.

"Acceptance Tests" means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.

"Application Program" means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

"Attachment" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.

"Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

"Buyer" means the State's authorized contracting official.

"Commercial Software" means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

"Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

"Custom Software" means Software that does not meet the definition of Commercial Software.

"Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

"Data Processing Subsystem" means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

"Data Processing System (System)" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.

"Deliverables" means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.

"Designated CPU(s)" means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.

"Documentation" means nonproprietary manuals and other

printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.

"Equipment" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).

"Equipment Failure" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

"Facility Readiness Date" means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

"Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

"Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.

"Installation Date" means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

"Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

"Machine" means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

"Machine Alteration" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

"Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

"Manufacturing Materials" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

"Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a System or component.

"Mean Time to Repair (MTTR)" means the average expected or observed time required to repair a System or component and return it to normal operation.

"Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator,

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WESTERN STATES CONTRACTING ALLIANCE (WSCA)

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES (2009-2014)

GENERAL PROVISIONS

other Contractor-supplied programs, and user programs to the Equipment.

"Operational Use Time" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

"Performance Testing Period" means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.

"Period of Maintenance Coverage" means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

"Preventive Maintenance" means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

"Principal Period of Maintenance" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

"Programming Aids" means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

"Program Product" means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

"Remedial Maintenance" means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

"Site License" means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.

"Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

"Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

"State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

"System" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in

accordance with this Contract.

"U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY: The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW: This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

- a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and

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WESTERN STATES CONTRACTING ALLIANCE (WSCA)

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES (2009-2014)

GENERAL PROVISIONS

costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

d) If this Contract is in excess of \$500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

e) To the extent that this contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

- 8. CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- 9. ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

- 10. WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

- 11. ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) these General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) information technology special provisions;
- d) statement of work, including any specifications incorporated by

reference herein; and

- e) all other attachments incorporated in the contract by reference.

12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

- i) show the number of the container and the total number of containers in the shipment; and
- ii) the number of the container in which the packing sheet has been enclosed.

- b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.

- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.

- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.

- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

- 14. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

- 15. SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

- 16. INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:

- a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and

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WESTERN STATES CONTRACTING ALLIANCE (WSCA)

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES (2009-2014)

GENERAL PROVISIONS

will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.

b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.

c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d) All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. WARRANTY:

a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty. Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling

code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.

Unless otherwise specified in the Statement of Work:

(i) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

(ii) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.

(iii) Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.

All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.

e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:

(i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or

(ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."

EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. INSURANCE: When performing work on property in the care, custody

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or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefore.
- b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts—

Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and

The total of:

- A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
- B) The reasonable cost of settling and paying

termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and

- C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.

b) The State's right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.

c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:

- (i) completed Deliverables—
- (ii) partially completed Deliverables, and,
- (iii) subject to—provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these

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amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

- a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to two times the Purchase Price. For purposes of this sub-section a) "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for

each purchase order.

b) The foregoing limitation of liability shall not apply (i) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability,

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or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price; extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION

Revision 8/10/2009 (GSPD-401IT based on April 12, 2007)

a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.

b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.

The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this

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Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

- a) State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

39. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 39a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 39a) will be conditional upon the following:

- The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not

unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - (i) The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification by the State of the Equipment furnished hereunder or of the Software; or
 - (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

40. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

41. DISPUTES:-

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor

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shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

42. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State

shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

43. FOLLOW-ON CONTRACTS:

If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:

- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
- (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.

"Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:

- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
- (ii) development or design of test requirements;
- (iii) evaluation of test data;
- (iv) direction of or evaluation of another Contractor;
- (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
- (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:

- to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
- where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

- 44. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section

WESTERN STATES CONTRACTING ALLIANCE (WSCA)

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES (2009-2014)

GENERAL PROVISIONS

11200 in accordance with PCC Section 10353.

- 45. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- 46. NONDISCRIMINATION CLAUSE:**
- During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
- 47. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
- 48. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
 - If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- the assignee has not been injured thereby, or
 - the assignee declines to file a court action for the cause of action.
- 49. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - will receive a copy of the company's drug-free policy statement; and,
 - will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 50. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 51. SWEATFREE CODE OF CONDUCT:**
- Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.

46-15

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES (2009-2014)
GENERAL PROVISIONS**

b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

52. RECYCLING: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

53. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

54. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

55. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

56. USE TAX COLLECTION: In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

57. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

58. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code section 10295.3.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of MOU with University of Phoenix

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Mary Boyle
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The University of Phoenix has offered to provide a 10% tuition reduction for WPUSD employees who meet the University's admission standards through the attached Alliance Memorandum of Understanding (MOU). The tuition reduction applies to any University program including certificate programs, and to single courses including professional development courses. The MOU further waives application fees for WPUSD employees who apply to the University.

RECOMMENDATION:

Approve MOU with the University of Phoenix attached.

Alliance Memorandum of Understanding

This Alliance Memorandum of Understanding ("MOU") is between University of Phoenix, Inc. ("University") with its principal place of business at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 and Western Placer Unified School District and its affiliates, ("Client") with its principal place of business located at 600 6th Street, Lincoln, California 95648.

Benefits Offered by University:

1. The University will provide a ten percent (10%) tuition reduction to the Client's employees who meet the University's admission standards. This applies to any University program, including certificate programs, and single courses, including professional development courses. After the effective date of this MOU and after the date the student identifies as an employee of Client, reduced tuition will apply to the then current rates at the time the student enrolls in a course. All students are subject to the University's student policies.
2. The University will waive application fees for Client's employees (excluding residents of the State of Florida and Ohio).
3. The University will provide a link to a University website to assist employees with enrollment.
4. The University will provide information to be used, subject to Client's policies and discretion, to support the Client's internal promotion of continuing education.

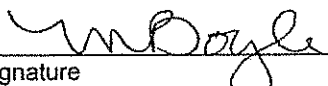
Client Contributions:


1. Subject to the Client's policies, the Client will work with the University to communicate the benefits of this MOU and the many educational opportunities available at the University.

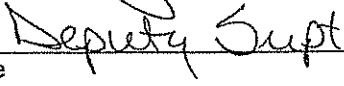
General Terms and Conditions:

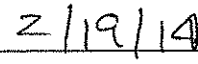
1. This MOU becomes effective on the date both parties have signed the MOU. Either party may terminate this MOU upon thirty (30) days prior written notice. If the University believes that the MOU might violate any law or regulation, adversely affect its accreditation, or any license or exemption issued by a Federal or State educational board or commission, the University may terminate the MOU immediately upon written notice to the Client.
2. Students who are currently enrolled prior to the date of termination will continue to receive the tuition reduction as more fully described herein under the terms of this Agreement for the program or course of study that the student is currently enrolled in, provided the student does not take a break in attendance for more than one year. If an employee is out of attendance for more than one year, the employee will no longer be eligible for the reductions provided for herein.
3. The University may use Client's name verbally for reference purposes only. Subject to prior written approval, the Client grants University a limited, non-exclusive right to use Client's name and logo in writing solely for purposes of fulfilling University's obligation pursuant to this MOU and making the courses and course materials available to Client's employees.
4. Each party acknowledges that the relationship with the other is that of an independent contractor.
5. Each party agrees to abide by all applicable Federal and State Laws. This MOU shall be governed by and construed in accordance with the Laws of the State of Arizona. Jurisdiction for any claim, dispute, or lawsuit shall be Maricopa County, Arizona.
6. This MOU does not create any rights, title, or interest for any entity other than the University and the Client.
7. With the exception of either party's compliance with a request pursuant to public records laws and facilitation of receipt or provision of the services herein, both parties agree that they will not disclose the terms of this MOU to any unrelated third party's without the other party's prior written consent.

WESTERN PLACER UNIFIED SCHOOL DISTRICT



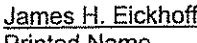
Signature


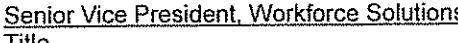
Printed Name


Title


Date

UNIVERSITY OF PHOENIX, INC.

Signature


Printed Name


Title

Date

4-7-1

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:

Change of Title I Status from "Targeted Assistance" to "Schoolwide" for Carlin C. Coppin and Creekside Oaks Elementary Schools

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Mary Boyle
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

Both Carlin C. Coppin Elementary School and Creekside Oaks Elementary School qualify for Federal Title I funding due to having percentages of socio-economically disadvantaged (SED) students at or above 35%. When the percentage of SED students on a campus reaches 40%, the school has the option of considering "Title I Schoolwide" designation. Title I Schoolwide designation allows a site to allocate Title I funding for the benefit of all students on the site, realizing that the relatively high percentages of SED students will also benefit. Without a schoolwide designation, a site may only spend Title I funds on specified SED students, a challenging endeavor since the SED designation is considered confidential information and students must be then served according to their SED status. Title I Schoolwide designation is an option that must be approved by the School Site Council. Both Carlin C. Coppin Elementary School (at 42.4% SED students) and Creekside Oaks Elementary School (at 49.0% SED students) Site Councils have approved Title I Schoolwide status for their respective sites and are adjusting their Single Plans for Student Achievement (SPSA's) accordingly.

RECOMMENDATION:

Approve Title I Schoolwide status for Carlin C. Coppin Elementary School and for Creekside Oaks Elementary School.

4.8

CARLIN C. COPPIN ELEMENTARY SCHOOL

Terri Dorow, Principal

150 East 12th Street, Lincoln, CA 95648

(916) 645-6390 FAX (916) 645-6363

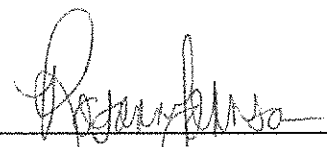


February 20, 2014

The Carlin C. Coppin School Site Council approves the current Single Plan for Student Achievement (SPSA) for Title 1 Schoolwide operational.



Terri Dorow, principal



Rosanne Johnson, SSC president

4.8.1

Creekside Oaks Elementary School Site Council February 25, 2014

Agenda

Discuss and vote - Title 1 Schoolwide Operational

Close the meeting

Next Meeting March 13th.

Minutes

Creekside Oaks School Site Council Meeting

February 25, 2014

Attendees: Scott Pickett, Kellie Rafferty, Shannon Burns, Monique Ristau, Tracy Hofstetter, Kim Kimsey
Mandi Nielsen

Discussion on Schoowide

Mr. Pickett talked about the advantages of becoming a Title1 schoolwide operational school as opposed to staying a Title 1 targeted assistance school. After information was presented by Mr. Pickett there was a brief discussion and questions were answered. The site council voted and approved to become a Title 1 schoolwide operational school.

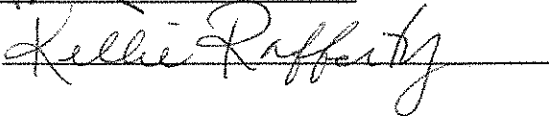
The meeting was then closed.

Signatures

Scott Pickett, Principal

A handwritten signature in black ink, appearing to be 'S. Pickett', written over a horizontal line.

Kellie Rafferty, Site Council President

A handwritten signature in black ink, appearing to be 'Kellie Rafferty', written over a horizontal line.

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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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 PCOE CARE Program Contract

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Mary Boyle
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

No

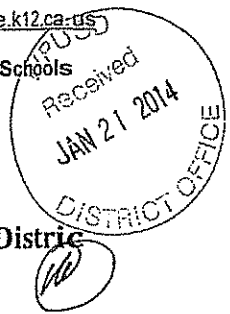
BACKGROUND:

PCOE is in its third year of providing CARE Classes on two WPUSD school campuses: Lincoln High School (third year) and Glen Edwards Middle School (first year). The CARE program provides support to students who are experiencing behavioral and/or attendance challenges, and includes delivery of core classes by a teacher employed through PCOE as well as mental health support and other county services as needed. WPUSD provides administrative supervision as well as elective and PE classes to enrolled students. PCOE collects ADA at an enhanced rate due to the alternative nature of the program and shares a portion of that revenue back to WPUSD. Due to the new Local Control Funding Formula, the contract with PCOE has been amended. The contract as presented is for the current 2013/14 school year.

RECOMMENDATION:

Approve PCOE/WPUSD CARE Program Contract as presented.

4.9



Date: **January 15, 2014**
To: **Scott Leaman, Superintendent, Western Placer Unified School District**
From: **Phillip J. Williams, Associate Superintendent, Student Services**
RE: **New Local Control Funding Formula for CARE Classes**

Attached is the amended Memorandum of understanding between the Placer County Office of Education and the Western Placer Unified School District to deliver the Community Action for Responsive Education (CARE) at your district sites. This amendment reflects the changes prompted by the new Local Control Funding Formula.

The required changes are reflected on page 3 in the Revenue Sharing portion of the MOU, and are highlighted for you below.

During the term of this MOU, ~~revenue limit~~ LCFF revenues generated by CARE ADA will be shared between the parties as follows:

PCOE will share with DISTRICT revenue generated by CARE ADA. Revenue sharing payments to DISTRICT will be based on the DISTRICT's fiscal year 2012-2013 LCFF Base Grant for FY 2013-2014, exclusive of Grade Span Adjustments, Supplemental Grant, and or Concentration Grant for the 7-8 Grade Span, funded base revenue limit after deficits increased by a 1.65% COLA. Other adjustments are applied at a percentage as described below times the CARE ADA:

- 1. For school districts that maintain an average ADA of 18 or more, the percent paid shall be ~~50~~ 40% per CARE classroom;*
- 2. For school districts with average ADA lower than 18, and greater than or equal to 15, the percentage shall be ~~40~~ 28% per CARE classroom;*
- 3. For school districts with average ADA less than 15, and greater than or equal to 12, there will be no revenue sharing payments.*

For example, a school district with a ~~funded base revenue limit after deficits and other adjustments of \$5,083 per ADA, with a student average daily attendance ADA of 18 at current year Annual attendance reporting~~, the revenue sharing formula is ~~\$5,083~~ \$7,266 X ~~50~~ 40% X 18 ADA = ~~\$45,747~~ \$52,315.

In January during the term of this MOU, PCOE shall share 25% of the total estimated revenue with DISTRICT as described above based on PI ADA of the current year of this MOU. The final payment based on annual ADA, shall be made by ~~June~~ the subsequent July 30th 31st of the current year of this MOU.

The changes reflect taking an average of the different revenue limits among the different districts and participation rates. This amount was equated to a percentage of the LCFF rate and was multiplied by the district ADA resulting in a revenue sharing amount.

Please sign the MOU, where indicated, and return it to me in the enclosed envelope.

cc: Audrey Kilpatrick, District CBO

MEMORANDUM OF UNDERSTANDING
BETWEEN
PLACER COUNTY OFFICE OF EDUCATION
AND
WESTERN PLACER UNIFIED SCHOOL DISTRICT
2013-2014 School Year

PARTIES

This Memorandum of Understanding (MOU) is entered into between the Placer County Office of Education, hereinafter referred to as "PCOE", and WESTERN PLACER UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT". PCOE and DISTRICT are collectively referred to herein as the "parties".

PURPOSE

Whereas, PCOE and DISTRICT have worked together to meet the needs of children in Placer County;

Whereas, PCOE and DISTRICT have a long-term commitment to providing high quality instruction and early intervention to promote high levels of learning for all students;

Whereas, PCOE and DISTRICT recognize the need to provide greater social, emotional and academic support for "at-risk" students and families;

Whereas, both PCOE and DISTRICT believe that the Placer County Pathways Charter School's Community Action for Responsive Education ("CARE") program is an intervention program capable of supporting the needs of at-risk students in a community school setting;

THEREFORE, BE IT RESOLVED, that PCOE shall operate a County Community School Charter classroom DISTRICT'S local school site delivering the CARE intervention program to DISTRICT students according to the terms as specified in this MOU.

TERMS

PCOE agrees to do the following:

- Operate the on-district campus CARE intervention program as a part of the Placer County Pathways community charter school ("Pathways") for students referred by the DISTRICT and identified by Placer County Probation as eligible for services under Section 601 of the Welfare and Institutions Code.
 - 2013-2014 CARE classrooms will be located at:
 - LINCOLN HIGH SCHOOL
 - ~~GLEN EDWARDS MIDDLE SCHOOL~~ *MD*
 - *Glen Edwards Middle School*
- Report average daily attendance (ADA) and receive funding generated by on-DISTRICT local school campus Pathways CARE ADA ("CARE ADA") and share a proportion of these funds with DISTRICT according to student enrollment as described below in this MOU.
- Admit students whose parents/guardians have agreed to have their child participate in the Pathways CARE program.
- Enroll students only with permission of the DISTRICT and the DISTRICT's local host school.
- PCOE will not request facilities from DISTRICT under Proposition 39, and classroom facilities provided by the DISTRICT for Pathways CARE program will be provided as specified in this MOU.

- Operate the CARE intervention program consistent with Education Code provisions related to community schools and with the Placer County Office of Education policies and regulations and the Pathways Charter.
- Assign and supervise a Highly Qualified Teacher for the CARE class.
- Provide instruction based upon the California Common Core State Standards, and emphasize application of learning to real world situations and career pathways.
- Provide instructional resources and intervention materials to support student learning.
- Provide intervention, including social and behavioral support, through use of Board Certified Behavior Analyst and School Psychologist.
- Provide differentiated instruction and intervention based on diagnostic assessment results and guided by ongoing formative assessments.
- Provide, when applicable, Special Education services following any Individual Education Plan (IEP), conduct annual reviews, psychological assessment and reevaluation.
- Provide, when applicable, services and accommodations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
- Coordinate schedules with DISTRICT to support the Pathways CARE teacher's participation in DISTRICT local school site staff meetings, Professional Learning Community ("PLC") site meetings and collaborate with school staff regarding the educational needs of CARE students.
- Act as liaison with Placer County SMART Policy Board and partner agencies.

DISTRICT hereby agrees to do the following:

- Train its local school leadership team in Positive Behavioral Interventions and Supports (PBIS), a nationally recognized comprehensive school climate and behavior system.
- Implement the PBIS system with fidelity, including the use of School Wide Information System (SWIS), for the duration of the Pathways CARE program.
- Provide a facility to house the Pathways CARE intervention program at a DISTRICT middle school/high school site in a location that is integrated into the larger local school campus.
- Provide furniture, educational supplies including DISTRICT adopted textbooks, consumable supplies, basic technology and printing as provided to other site teachers.
- Provide maintenance, custodial services, and utilities for DISTRICT facilities used for Pathways CARE.
- Provide home to school transportation for CARE students, in the same manner as provided to other DISTRICT students.

- Ensure a school culture that demonstrates the belief that adults take responsibility for student learning.
- Administer discipline, when applicable, and use eligibility criteria for sports and school activities for Pathways CARE students according to the written policies and guidelines used for all other students.
- Include the Pathways CARE teacher in the DISTRICT local school's language arts and/or mathematics PLC.
- Coordinate schedules with PCOE to support the CARE teacher's participation in PCOE staff meetings, PLC meetings, and professional development.
- Provide Pathways CARE students with access to lunch with peers, physical education classes, electives, and extra-curricular activities according to the DISTRICT's local school site student handbook.
- Utilize the Pathways CARE referral process and provide evidence of student needs, previous interventions and outcomes.

JOINT RESPONSIBILITIES

- The Pathways CARE teacher, a PCOE administrator, and a DISTRICT administrator will agree on initial selection of students for CARE based on review of attendance, academic and behavioral data.
- The parties will determine the appropriateness of placement in the CARE program for students with disabilities who desire to participate in the Pathways CARE program and will mutually agree on how services will be provided.

REVENUE SHARING

PCOE shall receive all available funding based of CARE ADA. Revenue sharing payments shall be the total cost to be paid by PCOE to DISTRICT.

During the term of this MOU, LCFF revenues generated by CARE ADA will be shared between the parties as follows:

PCOE will share with DISTRICT revenue generated by CARE ADA. Revenue sharing payments to DISTRICT will be based on the LCFF Base Grant for FY 2013-2014, exclusive of Grade Span Adjustments, Supplemental Grant, and or Concentration Grant for the 7-8 Grade Span. Other adjustments are applied at a percentage as described below times the CARE ADA:

1. For school districts that maintain an average ADA of 18 or more, the percent paid shall be 40% per CARE classroom;
2. For school districts with average ADA lower than 18, and greater than or equal to 15, the percentage shall be 28.0% per CARE classroom;
3. For school districts with average ADA less than 15, and greater than or equal to 12, there will be no revenue sharing payments.

For example, a school district with ADA of 18 at current year Annual attendance reporting, the revenue sharing formula is $\$7,266 \times 40\% \times 18 \text{ ADA} = \$52,315$.

In January during the term of this MOU, PCOE shall share 25% of the total estimated revenue with DISTRICT as described above based on PI ADA of the current year of this MOU. The final payment based on annual ADA, shall be made by the subsequent July 31st.

If DISTRICT or PCOE determines that there is an extraordinary impact due to a one time or ongoing change in how Pathways CARE funding is computed, the parties will meet to discuss the funding computation.

TERM

This MOU is entered into and effective from July 1, 2013, through June 30, 2014. Notice must be given by DISTRICT in writing to PCOE to discontinue the Pathways CARE intervention program for the following school year by February 15. For the 2014-2015 school year, this would require notification by February 15, 2014.

PCOE reserves the right to discontinue the Pathways CARE program with thirty (30) days prior written notice to DISTRICT if CARE ADA is less than 15 for any individual class.

MODIFICATION

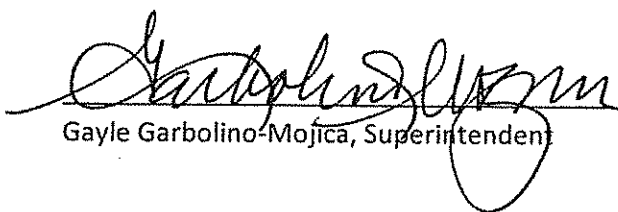
This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU shall be proposed in writing and forwarded to parties thirty (30) days before the proposed changes are expected to take effect. Should changes in legislation, including the State budget, occur that necessitates revision of this MOU, the DISTRICT and PCOE shall meet to revise accordingly.

INDEMNIFICATION

Each party agrees to indemnify and hold the other party harmless from and against all liability or claims of injury or damage to persons or property arising out of or from the breach of this MOU, or from any negligent or intentional acts or omissions of either party, its employees, officers, agents, contractors, suppliers and subcontractors furnishing work, services or materials in connection with the performance of this MOU.


IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this MOU and understand and agree to the provisions included herein.

PLACER COUNTY SUPERINTENDENT OF SCHOOLS


Gayle Garbolino-Mojica, Superintendent

1/16/14
Date

WESTERN PLACER UNIFIED SCHOOL DISTRICT


Scott Leaman, Superintendent

2/18/14
Date

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Out of State Travel

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Mary Boyle
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

Per District Administrative Regulation 3350 – Travel Expenses, all out-of-state travel shall be presented to the Board for approval with a complete explanation of the school business purpose to be served.

Two school psychologists and one teacher will be attending Yoga Calm Summer Institute June 21 – 23 in Portland Oregon. The summer intensive institute trains attendees in over 60 stress reduction, self-regulation, attention, and teamwork activities that can be used on campuses to address student wellness, and to teach communication, and self-calming skills. These techniques are particularly helpful for students dealing with sensory integration, ADHD, autism, and anxiety needs.

The expenditures related to the conference will be funded through Educationally Related Mental Health (ERMH) grant funds. Projected costs total approximately \$4600 (including registration, lodging and meals) for three people. (The original request for use of Medi-Cal funding was deferred to ERMH carryover-funding, at which point it was approved.)

RECOMMENDATION:

Administration recommends Board approval for this out of state travel request to attend the Yoga Calm Summer Institute.

4.10

Western Placer Unified School District

Request for Expenditure of Medi-Cal Funds

Date: 2/12/2014 Requester: Sandi Miller/Vincent Hurtado/Alexis Dodge
Requester's Email Address: smiller@wpusd.k12.ca.us
Site: CCC/COES/LHS/Phoenix Program: psych services/general education

Check one: ☒ Please consider at Medi-Cal Collaborative meeting (most proposals fall under this category)
☐ Please consider for pre-approval (special rules apply)

1. Proposal (brief synopsis):

This proposal is for two school psychologists and a general education teacher to be trained on Yoga Calm over a three day period in Carver, OR. This program is only offered in Oregon or Minnesota and is not available online.

2. Total Amount of Funds Requested (must include shipping and tax): \$4,603.40

3. Number of Students Affected: 600 (Use whole number)

4. Please List Other Sources of Funding Attempted:

Mental Health funds

5. Description of Proposal (proposal rationale and details regarding student benefits):

The Yoga Calm program incorporates research based strategies from the domains of mindfulness, counseling, movement awareness, and sensory integration. Students who participate in Yoga Calm learn relaxation techniques, mindfulness, social skills and team building skills. Yoga Calm can be taught in small group or classwide and can be used as a tier I intervention to supplement PE or as a tier II intervention to target those students who would benefit from developing coping skills, learning how to reduce stress, increase self-awareness, enhance communication, build trust and empathy and increase confidence. Yoga Calm uses mindfulness principals along with team building skills to improve self-regulation and awareness. Benefits also include improvements in classwide management and attention.

6. Requirements (incomplete proposals will be returned):

If conference – complete and attach conference registration form and itinerary

If purchase – complete and attach Purchase Order Request Form along with attachments

If Technology – need Director of Technology's signature

Requester's Signature: *Sandi Miller* Date: 2-12-14

Site Administrator's Signature: *Terri Brown* Date: 2-18-14

Director of Technology's Signature: _____ Date: _____

Office Use Only

MCC Meeting Date: _____ ☐ Approved \$ _____ ☐ Denied

- or -

Date: _____

Tammy Forrest per Medi-Cal Collaborative pre-approval



4.10.1

Western Placer Unified School District

Purchase Order Request Form

Attach copy of catalog page or print out with item information
Be sure to include tax, shipping and handling

Vendor Name: _____ Date: 2/12/2014

Address: _____

Phone: _____ Fax: _____

Website: _____

Purchaser Name: Sandi Miller/Vincent Hurtado/Alexis Dodge

Purchaser Site: CCC/COES/LHS

Purchaser Email Address: smiller@wpusd.k12.ca.us

Quantity	Item # and Description	Price	Total
3	Registration fees for a 3 day training for Yoga Calm	685.00	2085.00
3	Round trip flight from Sacramento to Portland	208.00	624.00
3	Lodging at retreat site for 3 nights per person (\$80.00 per night per person)	240.00	720.00
	Tax on lodging		50.40
3	Breakfasts and dinner at retreat (\$27.00 per day x 3 people)	81.00	243.00
3	Dinner last night in Portland	30.00	90.00
3	Hotel room last night in Portland, breakfast included	200.00	600.00
4 days	Airport parking in Sacramento	17.00	68.00
1	Mileage to and from Airport	22.00	22.00
	transportation from Portland airport to Carver, OR (35 minutes)		
	taxi round trip	100.00	
	Total includes cost of rental car,		
Subtotal:			4603.40
Tax:			
Shipping & Handling:			
Total			4603.40



4.10.2

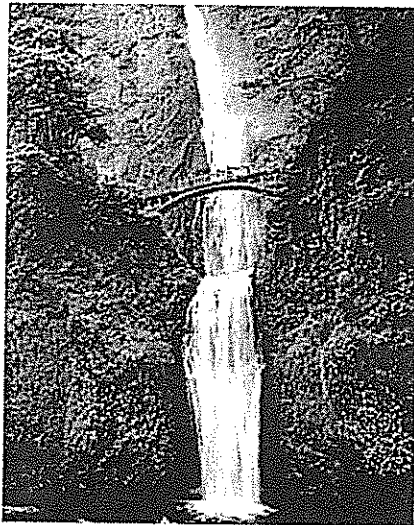
YOGA
calm

SUMMER INTENSIVE

JUNE 21-23

at Still Meadow Retreat, Portland, OR

8:00 am - 5:00 pm



Start Learning Now!

Our new hybrid course design allows you to begin your coursework as soon as you register, with online videos, readings and resources. It's a great way to learn at a convenient time and location and to repeatedly watch and practice activities. Then in June you'll be ready to deepen your knowledge with three days of experiential activities and Q&A sessions.

CELEBRATE OUR WORK TOGETHER!

Enjoy award-winning wines, live music and a dance party.

Sunday, June 22
from 5:00-6:30 pm

Learn the complete Yoga Calm K-12 Wellness System,

its principles and research support, and over 60 activities and class plans from the Wellness 1, 2 and 3 courses. These include simple movement, breathing and mindfulness exercises, social/emotional skill development activities, relaxation/storytelling processes and emotional guidance techniques.

Overall, you will learn how to:

- Reduce stress and improve self-regulation and attention.
- Increase fitness, self-confidence and teamwork.
- Enhance communication, trust and empathy.
- Help with sensory integration, ADHD, autism and anxiety.
- Improve classroom management.

Yoga Calm has developed from over 35 years of classroom and counseling experience and research showing that teaching mindfulness, social-emotional skills and movement develops attention, happiness and academic success. Its award-winning materials are used by thousands of educators, therapists and parents.

Earn Professional Development Credit



3 PSU Graduate Credits (\$165 extra), PDUs and 36 Clock Hours available

Qualifies toward Yoga Calm Youth Instructor and RYT-200 Certification.
Certificate of training hours provided.

\$695 (\$750 after 4/15/14) Course Fee

Includes pre-course online material, textbook, delicious lunches and wine tasting party.
Lodging costs/info: karen@stillmeadowretreat.org or 503/658-8793

503.977.0944

www.yogacalm.org

4.10.3

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:

Common Core State Standards One-Time Funding
Update

AGENDA ITEM AREA:

Information

REQUESTED BY:

Mary Boyle
Deputy Superintendent Educational Services

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

One-Time CCSS Funding

MEETING DATE:

August 6, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

On August 6, 2013, the Board was presented with a Preliminary Spending Plan for the one-time Common Core State Standards funds that were provided to the District through the AB 86 Education Omnibus Trailer Bill. These funds are of a one-time nature, are approximately \$200/student, and must be spent during the 2013 – 2014 and/or 2014 – 2015 school year. Funding is specifically intended to fund the costs of any new programs or higher levels of services associated with implementation of the Common Core State Standards (CCSS). Expenditures must fall within one or more of the following areas: technology enhancement, instructional materials, or professional development. The Board approved the Preliminary Allocation Plan on August 20, 2013. Of the total \$1,290,000 for the District, \$322,500 was approved for technology enhancements, \$109,650 for professional development, \$212,850 for CCSS-based instructional materials, and \$645,000 to be determined as the year unfolded for any one of those three areas. An update of the spending of these funds will be presented.

RECOMMENDATION:

Information only.

Common Core State Standards (CCSS) One-Time Funding
Preliminary Allocation Plan
2013 - 2015

		CCSS Allocation			
REVENUES		Per Student	# Stu	Total	
		\$200	6450	\$1,290,000	
EXPENDITURES					
Technology Enhancement: Smarter Balanced Assessment Consortium (SBAC) Hardware					
1		\$25	6450	\$161,250	
Technology Enhancement: Infrastructure					
2		\$25	6450	\$161,250	
Professional Development					
3		\$17	6450	\$109,650	
Instructional Materials - CCSS Based					
4		\$33	6450	\$212,850	
Other					
5		\$100	6450	\$645,000	
TOTAL				\$1,290,000	
EXPLANATION OF <u>POSSIBLE</u> EXPENDITURES					
1 Purchase of PC's for Computer Lab Testing		Cost/Item	# Items	Total	
<u>OR</u>					
1 Purchase of Tablets for Testing		\$800	201	\$160,800	
2 Infrastructure - wiring; cabling; fiber		\$300	537	\$161,100	
3 Cost of PD for Teachers (12 hours/teacher at \$36/hour)		\$432	254	\$161,250	
4 Purchase of CCSS-Aligned Textbooks		\$65	3275	\$109,728	
5 To Be Determined as District Plan is Developed - Must Meet CCSS Funding Guidelines and Requirements				\$212,875	
TOTAL				\$645,000	
				\$1,289,953	

7.1.1

GOAL: Each site to complete SBAC Assessments in 5 days, allowing 2.5 hours for ELA and 2.5 hours for Math, 32 students in a lab or with a laptop cart. Second week may be used for extended time or makeups.

		# Students								
		Grades 2 - 11	# Days with	# Days with	# Days with	# Days with	# Days with	# Days with	# Days with	# Days with
		(Grade 2 will be	ONE Lab at	TWO Labs at	THREE Labs at	FOUR Labs at	FIVE Labs at	SIX Labs at	SEVEN Labs at	
		Grade 3 next	2 X 2.5 hr X 32	2 X 2.5 hr X 32	2 X 2.5 hr X 32	2 X 2.5 hr X 32	2 X 2.5 hr X 32	2.5 hr X 32 Ss	2 X 2.5 hr X 32	2 X 2.5 hr X 32
		year!)	Ss ELA/Math	Ss ELA/Math	Ss ELA/Math	Ss ELA/Math	Ss ELA/Math	ELA/Math	ELA/Math	Ss ELA/Math
SITE										
CCC		255	8	4	3					
COES		367	11	6	4					
FSS		355	11	6	4					
FRES		355	11	6	4					
LCES		441	14	7	5					
SES		52	2							
TBES		426	13	7	4					
GEMS		730	23	11	8		6	5		
TBMS		813	25	13	8		6	5		
LHS		1223	38	19	13	10	8		6	5
PHS		26	1							
6 hours/lab/day (32 comp/lab) (LHS 40/lab)			ONE LAB SES 2 days PHS 1.3 days	TWO LABS CCC 3.8 days	THREE LABS COES 4 days FSS 3.8 days FRES 3.6 days LCES 4.6 days TBES 4.7 days	FOUR LABS	FIVE LABS GEMS 7.6 days TBMS 8.5 days LHS 3.7 days (10 day if 9-11)	SIX LABS	SEVEN LABS	
Set of 32 Chromebooks			\$375	\$12,000						
Cart			\$200	\$200						
Total Cost/Set				\$12,200						
21 Sets*				\$256,200						
Chromebook Sets:										
				CCC - 1 set						
				COES, FSS, FRES, LCES, TBES - 2 sets						
				GEMS, TBMS - 3 sets						
				LHS - 4 sets						

7.1.2

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
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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 Tentative Agreement
With WPTA Regarding Article XIV Employee
Benefits

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent &
Ryan Davis, Assistant Superintendent - (v)
Personnel Services

ENCLOSURES:

WPTA Tentative Agreement -
Dated January 21, 2014

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and the Western Placer Teachers Association have signed a Tentative Agreement regarding Article XIV Employee Benefits. This Tentative Agreement will assist the District with achieving its required budget needs over time in order to achieve a balanced budget while still maintaining highly competitive employee benefits.

Statute requires that the public is made aware of the costs associated with a Memorandum of Understanding before it becomes binding on the district or county office of education. Government Code Section 3547.5 states:

Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement

for the current and subsequent fiscal year, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction [G.C. 3547.5(a)].

The Superintendent of the school district and Chief Business Official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement. This certification shall itemize any budget revision necessary to meet the costs (or savings) of the agreement in each year of its term [Gov. Code 3547.5 (b)]. The attached forms are the required format by the Placer County Office of Education.

The Tentative Agreement with the Western Placer Teachers Association presented are related to increased District health benefit contributions to employees with costs of \$175,000 effective July 1, 2014. The annual health benefit contribution will be capped at the negotiated amount. The District has budgeted for a projected increase in 2014/15 and will use that portion of the budget to accommodate this increased contribution. The District will still meet the minimum 3% Reserve for Economic Uncertainties in 2014/15.

The fiscal impacts of the negotiated Agreement will be incorporated into the 2014/15 budget development.

RECOMMENDATION: Administration recommends the Board of Trustees ratify the Tentative Agreement for Article XIV Employee Benefits as part of the Collective Bargaining Agreement between the Western Placer Unified School District and the Western Placer Teachers Association.

TENTATIVE AGREEMENT
Between the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
And the
WESTERN PLACER TEACHERS ASSOCIATION
January 21, 2014

INTRODUCTION

The representatives of Western Placer Unified School District ("District") and the Western Placer Teacher's Association ("WPTA") hereby agree to the following terms, which shall be considered a Tentative Agreement and subject to the ratification of the WPTA Unit Members and the District Board of Trustees.

1. The language in section (B) of Article XIV Employee Benefits (first two paragraphs) shall be modified as follows:

The required maximum total District monthly health benefit (including dental and vision) contribution for a unit member shall be \$1201.99 per month. ~~not enrolling in a high deductible health insurance plan shall be the amount equal to Kaiser employee + children (Kaiser \$10/\$10/\$25 Plan without vision), dental, and vision (VSP). Due to economic uncertainties WPTA recognizes that concessions may be necessary and will be negotiated on a year to year basis. Premium amounts in excess of \$1201.99 Kaiser employee + children high deductible rate are the responsibility of the employee.~~

The required maximum total District monthly contribution for a unit member enrolling in a high deductible health insurance plan, eligible for Health Savings Account (HSA), (including dental and vision) shall be \$1201.99 per month ~~the amount equal to Kaiser employee + children (Kaiser High Deductible Plan with HSA), dental and vision. The District will pay all high deductible single premiums and up to the Kaiser employee + children high deductible premium.~~ Additionally, the District will contribute the amount equal to the difference between the high deductible plan premium (including dental and vision) and the maximum cap of \$1201.99 ~~\$163.60 per month~~ to an employee specific Health Savings Account at a reputable third party administrator. HSA contributions shall not exceed the annual Federal IRS maximum contribution for HSA's, determined by whether the employee is enrolled in single or family (for this purpose "family" includes plus children, plus spouse or plus family) coverage. If the District annual contributed HSA amount (difference between \$1201.99 and the medical premium including dental and vision) would exceed the annual Federal IRS maximum, then the amount of the IRS maximum would be divided by twelve and that amount would be contributed to the employee's HSA each month. If the premium for the high deductible plan (including dental and vision) meets or exceeds \$1201.99 per

month (the District maximum benefit cap), then the District will not be contributing to the HSA. District contributions to HSA's will be determined for the fiscal year based on the Federal IRS maximum at the time of open enrollment and will not be adjusted during the fiscal year if the Federal IRS maximum changes.

2. All other language (with the exception of the changes described in paragraph 1 of this Agreement) in the Employee Benefits Article shall remain the same. The Parties agree that these changes (described in paragraph 1) to Article XIV Employee Benefits will take effect commencing with the 2014-2015 school year, starting on July 1, 2014. This will be considered the negotiated Employee Benefits cap adjustment for the 2014-2015 school year.
3. WPTA agrees that a ratification vote of the WPTA membership regarding this Tentative Agreement will be completed no later than 30 calendar days from the date this Agreement is signed. The District also agrees that subsequent to the WPTA ratification vote, the District will take this Agreement for ratification by the Board of Trustees within 15 calendar days following the WPTA ratification vote.
4. The Tentative Agreement shall become effective upon approval by WPTA and WPUSD, as evidenced by the signature of the WPTA and WPUSD designees below and by ratification of the WPTA Unit Members and the District Board of Trustees.


Dated: 1/21/14

Dated: 1-21-14

For the District:

For WPTA:


Ryan Davis, Assistant Superintendent


Jennifer Chandler, Chief Negotiator

PLACER COUNTY OFFICE OF EDUCATION
PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent fiscal years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. Absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board, however, it does not prevent them from taking action on the agreement.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Western Placer Unified School District (District), hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement between the District and the Western Placer Teachers Association Bargaining Unit, during the term of the agreement from 07/01/2014 to on-going.

Budget Revisions

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Current Year Budget Adjustments

	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	\$ 0
Expenditures/Other Financing Uses	\$ 0
Change to Ending Fund Balance	\$ 0

Certifications (check one & sign)

☒ I hereby certify ☐ I am unable to certify

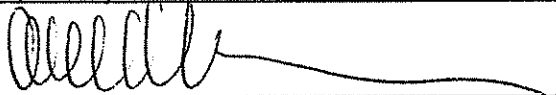


District Superintendent
Signature

3/4/2014

Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
Signature

3/4/2014

Date

Special Note: The Placer County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

7.2.4

PLACER COUNTY OFFICE OF EDUCATION
PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

CERTIFICATION OF PUBLIC DISCLOSURE

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications (current budget year and two subsequent years) of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

<hr/> District Superintendent (or Designee) Signature	<hr/> 3/4/2014 Date
--	--------------------------------------

<hr/> Audrey Kilpatrick Contact Person	<hr/> 916-645-6350 Phone
---	---

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on 03/04/2014, took action to approve the proposed Agreement with the Western Placer Teachers Association Bargaining Unit.

<hr/> President (or Clerk), Governing Board Signature	<hr/> 3/4/2014 Date
--	--------------------------------------

Special Note: The Placer County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

7.2.S

**PLACER COUNTY OFFICE OF EDUCATION
PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

LEA Name: Western Placer Unified School District

Name of Bargaining Unit: Western Placer Teachers Association

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: 7/1/2014 and ending: on-going
(mm/dd/yyyy) (mm/dd/yyyy)

The Governing Board will act upon this agreement on: 3/4/2014
(mm/dd/yyyy)

Proposed Change in Compensation	Fiscal Impact of Proposed Agreement		
	FY 2013/14	FY 2014/15	FY 2015/16
Salary Schedule Change (include step and column movement)	-	-	-
Other Compensation - Identify:	-	-	-
Statutory Benefits - STRS, PERS, FICA, Medicare, WC UI, etc.	-	-	-
Health and Welfare Benefits	-	175,000	-
Total Proposed Change in Compensation Costs	\$ -	\$ 175,000	\$ -
Total Number of FTE	-	296	296
Average Cost per Employee	-	591	-

Costs Already Included in Board Approved Budget Ref. Supplemental Information #9	-	175,000	185,000
Net Change to Budget	\$ -	\$ -	\$ (185,000)

**PLACER COUNTY OFFICE OF EDUCATION
PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

- 1 What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

No percentage increase in Salary Schedule for 2013-14. Only increased District health benefit contribution towards employee health benefits with a cost of approximately \$175,000 for 2014-15. The annual health benefits contribution will be a maximum amount of \$14,423.88 per FTE and will be capped moving forward unless otherwise negotiated.

- 2 Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

None

- 3 Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒

No ☐

If yes, please describe the cap amount.

This Tentative Agreement agrees to a cap for District health and welfare benefit contribution for the WPTA bargaining unit effective 7/1/14.

- 4 Describe other proposed non-compensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

PLACER COUNTY OFFICE OF EDUCATION
PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

- 5 What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A

- 6 What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

N/A

- 7 Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

- 8 Describe any costs that were previously included at budget adoption or subsequent board approved revision, that will be implemented by the proposed agreement.

N/A - this agreement is effective 2014/15

- 9 Identify the source of funding for the proposed agreement in the current and each of the two subsequent years.

General Fund Unrestricted or Restricted Categorical - as determined by Funded position.

**PLACER COUNTY OFFICE OF EDUCATION
PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**

in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

- 10 If amounts are entered in the "Other Revisions" on the MYP forms please provide brief description.

N/A - this agreement is effective 2014/15

- 11 Will this agreement create, or decrease the LEA's budget deficit in the current or subsequent year(s)?
"Budget Deficit" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The agreement is for a cap on the District health benefit contribution for the WPTA bargaining unit effective 7/1/14. At 2013/14 First Interim, in the 2014/15 and 2015/16 MYP the District included a projected increase of \$175,000 and \$185,000 respectively for an overall 5% increase on the uncapped health benefit contribution increase per current WPTA contract language. This cap will cost \$175,000 in 2014/15 but will go no higher in future years unless otherwise negotiated, therefore the district will remove the additional health benefit contribution increase in 2015/16 of \$185,000 as projected in the 2013/14 First Interim MYP. The projected budget deficit for 2015/16 will be decreased by \$185,000.

- 12 Will the LEA be able to maintain it's Reserve for Economic Uncertainty in the current and two subsequent fiscal years? If not, explain justification for approving proposed agreement.

The District will meet it's Reserve for Economic Uncertainty in the current year and two subsequent fiscal years.

- 13 Please provide any additional comments and explanations that are necessary to understand the impact of the proposed agreement not already addressed above.

Please see #12 above

PLACER COUNTY OFFICE OF EDUCATION
PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

GENERAL FUND 01	Current Year	1st Subsequent Year	2nd Subsequent Year
UNRESTRICTED	FY 2013/14	FY 2014/15	FY 2015/16
Latest Board Approved Budget Before Settlement, Date: 12/17/2013			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	36,306,665	38,215,224	39,919,692
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	37,864,529	35,976,391	39,220,000
Increase (Decrease) In Fund Balance	(1,557,864)	2,238,833	699,692
Other Revisions, As Of Date:			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	-	-
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	-	-	-
Increase (Decrease) In Fund Balance	-	-	-
Adjustment For Settlement			
* Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	-	-
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	-	-	(185,000)
Increase (Decrease) In Fund Balance	-	-	185,000
Total Revised Budget			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	36,306,665	38,215,224	39,919,692
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	37,864,529	35,976,391	39,035,000
Fund Balance			
Beginning Fund Balance	6,492,096	4,934,232	7,173,065
Total Increase (Decrease) In Fund Balance	(1,557,864)	2,238,833	884,692
Projected Ending Fund Balance	4,934,232	7,173,065	8,057,757
Components of Ending Fund Balance			
Restricted	2,000	2,000	2,000
Committed	-	-	-
Assignments:	-	-	-
Reserve for LCFF Gap Funding	1,230,000	3,575,561	3,679,638
Reserve for DM	1,258,635	1,823,713	1,823,713
Reserve For Economic Uncertainty	1,589,599	1,448,922	1,568,400
Unassigned Balance (must be positive number)	853,998	322,869	984,006
% Available for Economic Uncertainty	4.61%	3.67%	4.90%

- * Projected Restricted Ending Balance cannot be negative. Requires contribution from Unrestricted included under Adjustment For Settlement section.

PLACER COUNTY OFFICE OF EDUCATION
PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

GENERAL FUND 01	Current Year	1st Subsequent Year	2nd Subsequent Year
RESTRICTED	FY 2013/14	FY 2014/15	FY 2015/16
Latest Board Approved Budget Before Settlement, Date: 12/17/2013			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	13,859,644	12,320,993	13,090,881
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	15,122,106	12,320,993	13,060,000
Increase (Decrease) In Fund Balance	(1,262,462)	-	30,881
Other Revisions, As Of Date:			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	-	-
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	-	-	-
Increase (Decrease) In Fund Balance	-	-	-
Adjustment For Settlement			
* Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	-	-
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	-	-	-
Increase (Decrease) In Fund Balance	-	-	-
Total Revised Budget			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	13,859,644	12,320,993	13,090,881
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	15,122,106	12,320,993	13,060,000
Fund Balance			
Beginning Fund Balance	1,385,237	122,775	122,775
Total Increase (Decrease) In Fund Balance	(1,262,462)	-	30,881
* Projected Ending Restricted Fund Balance	122,775	122,775	153,656
Restricted Balance Positive (Negative)			
* Projected Restricted Ending Balance cannot be negative. Requires contribution from Unrestricted included under Adjustment For Settlement section.			

PLACER COUNTY OFFICE OF EDUCATION
PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

GENERAL FUND 01	Current Year	1st Subsequent Year	2nd Subsequent Year
COMBINED	FY 2013/14	FY 2014/15	FY 2015/16
Latest Board Approved Budget Before Settlement, Date: 12/17/2013			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	50,166,309	50,536,217	53,010,573
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	52,986,635	48,297,384	52,280,000
Increase (Decrease) In Fund Balance	(2,820,326)	2,238,833	730,573
Other Revisions, As Of Date:			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	-	-
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	-	-	-
Increase (Decrease) In Fund Balance	-	-	-
Adjustment For Settlement			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	-	-
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	-	-	(185,000)
Increase (Decrease) In Fund Balance	-	-	185,000
Total Revised Budget			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	50,166,309	50,536,217	53,010,573
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	52,986,635	48,297,384	52,095,000
Fund Balance			
Beginning Fund Balance	7,877,333	5,057,007	7,295,840
Total Increase (Decrease) In Fund Balance	(2,820,326)	2,238,833	915,573
Projected Ending Fund Balance	5,057,007	7,295,840	8,211,413
Components of Ending Fund Balance			
Restricted	124,775	124,775	155,656
Committed	-	-	-
Assignments:	-	-	-
Reserve for LCFF Gap Funding	1,230,000	3,575,561	3,679,638
Reserve for DM	1,258,635	1,823,713	1,823,713
Reserve For Economic Uncertainty	1,589,599	1,448,922	1,568,400
Unassigned Balance (must be positive number)	853,998	322,869	984,006
% Available for Economic Uncertainty	4.61%	3.67%	4.90%

7.2.12

**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:

Reopener Negotiations Regarding the Collective
Bargaining Agreement Between Western Placer Unified
School District and the California School Employees
Association Chapter # 741

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Ryan Davis 
Assistant Superintendent of
Personnel Services

ENCLOSURES:

Collective Bargaining Sunshine Proposals
for WPUSD and CSEA.

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

No

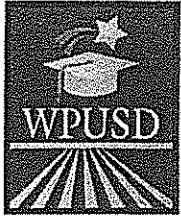
BACKGROUND:

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 California School Employees Association Chapter # 741 and the Western Placer Unified School District are both proposing reopener negotiations under the current Collective Bargaining Agreement. After both Parties proposals were presented to the public at a previous 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 shall now consider adopting its initial proposal.

RECOMMENDATION:

Administration recommends the Board of Trustees adopt the District's initial proposal as attached.

7.3



WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth St., Suite 400, Lincoln, CA 95648
Ph: (916) 645-6350 • Fax: (916) 645-6356

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

VIA Electronic Mail & District Mail

February 7, 2014

Michael Kimbrough, CSEA Chapter President
Lincoln High School
790 J Street
Lincoln, CA 95648

Re: WPUSD Sunshine Proposal for Reopener Collective Bargaining Negotiations

Dear Mike,

This letter serves as notice that the District desires to negotiate contract provisions that are fiscally responsible in order to provide students with instructional programs based on a sound, realistic budget. The District is especially interested in negotiating concepts that reduce employer costs and/or achieve a fiscal savings for the District and result in the best outcomes for students as we continue to move toward a balanced District budget. The District is opening the following articles:

- *Article IV, Employee Benefits*
- *Article V, Leaves*
- *Article VI, Salaries*
- *Article XI, Disciplinary Action*

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

Sincerely,

Ryan Davis

Assistant Superintendent of Personnel Services

CC: Scott Leaman, Superintendent (Via Email PDF)
Audrey Kilpatrick, Assistant Superintendent (Via Email PDF)
Tom Page, CSEA Labor Relations Representative (Via Email PDF)

DATE: FEBRUARY 4, 2014

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #741

SUNSHINE PROPOSAL FOR CONTRACT NEGOTIATIONS FOR JULY 1, 2014-JUNE
30, 2015

TO WESTERN PLACER UNIFIED SCHOOL DISTRICT


CSEA WISHES TO OPEN THE FOLLOWING ARTICLES FOR POSSIBLE CHANGES/
ADDITIONS:

ARTICLE IV- EMPLOYEE BENEFITS- Propose a fair and equitable increase to
employee benefits

ARTICLE VI-SALARIES- Propose a fair and equitable increase to the Classified
salary schedule

ARTICLE XI- DISCIPLINARY ACTIONS- Propose that the word "just" be added
before the word cause under A-1. Propose adding paragraph for progressive
discipline. Propose changing to binding arbitration.

AND ONE NEW ARTICLE COVERING EVALUATIONS

A handwritten signature in black ink, appearing to read "Michael J. Kimbrough", written over a horizontal line.

Michael J. Kimbrough

CSEA President CH# 741

7.3.2

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

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Approve Resolution No. 13/14.19 Adopting
Competency Criteria in the case of a Certificated
Reduction in Force

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent &
Ryan Davis 
Assistant Superintendent of Personnel Services

ENCLOSURES:

Resolution No. 13/14.19

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant to Education Codes 44949, 44955 and 44951, the District administration is making a recommendation that will require the Governing Board of the Western Placer Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. In conjunction with that recommendation it is necessary to adopt criteria for determining if a certificated employee would have the competence to replace (bump) another certificated employee out of their position. The District must have a way to ensure that when one certificated employee may potentially replace (bump) another certificated employee that they possess the necessary competency in order to provide adequate services.

RECOMMENDATION:

Administration recommends the Board of Trustees adopt Resolution No. 13/14.19.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 13/14.19
COMPETENCY CRITERIA IN THE CASE OF
CERTIFICATED REDUCTION IN FORCE FOR THE 2014-2015 SCHOOL YEAR**

WHEREAS, it appears that it will be necessary for the Western Placer Unified School District to lay off one certificated employee at the end of the 2013-2014 school year for the 2014-2015 school year; and

WHEREAS, the District is required to provide instruction to students who have limited English language proficiency; and

WHEREAS, the State has determined that in order to provide instructions to such students, teachers shall be specifically trained in appropriate techniques, which training is demonstrated by the teacher holding a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certificate; and

WHEREAS, the district serves English Learners ("EL"), that is, students whose first language is not English; and state law requires EL authorization for any teacher who provides instruction for EL students; and said EL students are dispersed in classes throughout the district; and

WHEREAS, to provide teachers for those classes containing EL students, there is a need for teachers throughout the District who are EL certified; and

WHEREAS, teachers are also required to be "highly qualified" under the No Child Left Behind Act ("NCLB") for the subject matter and grade level to which the employee will be assigned for the 2014-2015 school year; and

WHEREAS, for the purposes of making assignments and reassignments of certificated employees for the District, a certificated employee shall be deemed to be competent to perform certificated services if he or she, in addition to the criteria described above, has a credential authorizing the service to be rendered.

THEREFORE, BE IT RESOLVED that for the purposes of making assignments and reassignments of certificated employees for the District to meet its obligations under Education Code Section 44955, a certificated employee shall be deemed to be competent and qualified to perform certificated service if:

He or she holds a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certification to provide instruction to English Learners; and

He or she has "highly qualified" status under NCLB for the subject matter and grade level to which the employee will be assigned for the 2014-2015 school year; and

He or she has a credential authorizing the service to be rendered.

PASSED AND ADOPTED this 4th day of March, 2014 by the Board of Trustees of the Western Placer Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

President
Board of Trustees
Western Placer Unified School District

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

Clerk
Board of Trustees
Western Placer Unified School District

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF 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:

Approve Resolution No. 13/14.20 Authorizing
The Reduction or Discontinuance of Particular
Kinds of Services

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent &
Ryan Davis 
Assistant Superintendent of Personnel Services

ENCLOSURES:

Resolution No. 13/14.20

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 4, 2014

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant to Education Codes 44949, 44955 and 44951, the District administration is making a recommendation that will require the Governing Board of the Western Placer Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. Reduction or discontinuance of particular kinds of services are needed to address budget reductions and staffing reductions for the 2014-2015 school year.

RECOMMENDATION:

Administration recommends the Board of Trustees adopt Resolution No. 13/14.20.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 13/14.20**

**REDUCTION AND ELIMINATION OF
PARTICULAR KINDS OF SERVICE
FOR THE 2014-2015 SCHOOL YEAR**

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce the following particular kinds of certificated services of the District not later than the beginning of the 2014-2015 school year:

- a. Business (grades 9-12) 1.0 FTE.

WHEREAS, it is the opinion of the Governing Board that it is necessary by reason of the above reduction or elimination of particular kinds of service to eliminate 1.0 certificated positions in the District at the close of the current school year in accordance with Education Code section 44955; and

WHEREAS, the Governing Board has considered all positively assured attrition which has occurred to date, that is, all deaths, resignations, retirements, non-reelections and other permanent vacancies in reducing those services.

NOW, THEREFORE, BE IT RESOLVED that it shall be necessary to terminate at the end of the 2013-2014 school year the employment of not more than 1.0 certificated employees of the District as a result of the above-reduction of services. The Superintendent or his designated representative is directed to take all appropriate action needed, including the sending of appropriate notices to all employees whose positions shall be affected by virtue of this action.

PASSED AND ADOPTED this 4th day of March, 2014 by the Board of Trustees of the Western Placer Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

President
Board of Trustees
Western Placer Unified School District

7.5.1

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

DRAFT