### WESTERN PLACER UNIFIED SCHOOL DISTRICT 600 SIXTH STREET, SUITE 400, LINCOLN, CALIFORNIA 95648

Phone: 916.645.6350 Fax: 916.645.6356

### MEMBERS OF THE GOVERNING BOARD

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

### DISTRICT ADMINISTRATION

Scott Leaman, Superintendent

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

	STUDENT ENROLLMENT		
School	2015-16 CALPADS	6/1/2017	8/30/2017
Sheridan Elementary (K-5)	66	63	54
First Street Elementary (K-5)	465	418	440
Carlin C. Coppin Elementary (K-5)	394	447	434
Creekside Oaks Elementary (K-5)	607	642	608
Twelve Bridges Elementary (K-5)	632	619	651
Foskett Ranch Elementary (K-5)	471	463	426
Lincoln Crossing Elementary (K-5)	645	655	641
Glen Edwards Middle School (6-8)	866	883	908
Twelve Bridges Middle School (6-8)	773	758	759
Lincoln High School (9-12)	1,735	1,786	1,964
Phoenix High School (10-12)	77	74	72
SDC Program (18-22)			10
TOTAL	6731	6,808	6,967

SDC Pre-School	
Foskett Ranch	13
First Street/LIP	48
Carlin C. Coppin	0
ATLAS Program	25

Parent Education
Continuing Educ. Classes

#### GLOBAL DISTRICT GOALS

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

### Western Placer Unified School District

Regular Meeting of the Board of Trustees

### October 3, 2017

WPUSD District Office/City Hall Building-3<sup>rd</sup> Floor Conference Room 600 Sixth Street, Lincoln, CA 95648

### AGENDA

2017-2018 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

### 6:15 P.M. START

 CALL TO ORDER – WPUSD District Office/City Hall Bldg. - 3<sup>rd</sup> Floor Conference Room

### 2. COMMUNICATION FROM THE PUBLIC

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

### 6:20 P.M.

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

### 3.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

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

### 3.2 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

### 3.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

### 3.4 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release Employee #CE 17/18.2 Discipline/Dismissal/Release *Roll call vote*:

### 7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE - District Office/City Hall Blvd., - 3rd Floor Conference Room

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

#### 4.1 Page 9 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

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

### Page 10 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR 4.2 Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4)

acres), APN: 327-010-012 (5.2 acres)

#### 4.3 Page 11 - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

#### 4.4 Page 12 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release Employee #CE 17/18.2 Discipline/Dismissal/Release

#### 5. Page 14-79 - CONSENT AGENDA

### NOTICE TO THE PUBLIC

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

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Minutes for: August 1<sup>st</sup> & 15<sup>th</sup>, 2017
- 5.4 Approval of Warrants
- 5.5 Ratification of Contract with Sacramento Theatre Company - Lincoln High
- 5.6 Ratification of Contract with ERC – Grant Writing Proposal – CTE Facilities
- 5.7 Approval of Pending Change Orders for the Lincoln High School Addition and Modernization Project
- Ratification of Agreement between Dannis Woliver Kelley and the WPUSD 5.8
- 5.9 Approval of Memorandum of Understand between Cal State TEACH and **WPUSD** Roll call vote:

### 6. COMMUNICATION FROM THE PUBLIC

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### 7. REPORTS & COMMUNICATION

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

#### 

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

### 8.1 Discussion Page 81 - COMMUNICATION CAMPAIGN - Leaman (17-18 G & O

Component I, II, III, IV, V)

•Based on Board request, the superintendent and Angie Brown of Angieon Consulting have authored a campaign to share the unique aspects of our district and the special way we serve students. A presentation by Angie will outline the details.

## 8.2 Discussion/

### Page 82 - LICENSE AGREEMENT FOR GRAZING MARINER

RANCH - Leaman (17-18 G & O Component I, II, III, IV, V)

•In 2016, the District attained ownership to the Rockwell/Mariner Ranch (Mariner Ranch) as mitigated land from CalTrans. Grazing is the prime method of maintaining mitigated land and has been used on the property for years. The district recently distributed a Request for Proposals for parties interested in using the land for grazing. The Request yielded three bids with a high bid of \$24,000.00.

## 8.3 Discussion Page 93 - CALIFORNIA CADET CORPS - Leaman (17-18 G & O Component I, II, III, IV, V)

Lincoln High School had an active ROTC program in the past, but struggled to maintain the 100 student participant requirement when the school was much smaller. When the ROTC program closed at Lincoln High School, remaining cadets were welcome to participate in the Whitney program while attending Lincoln High School.

# 8.4 Action Page 104 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/ REGULATIONS - Leaman (17-18 G & O Component I, II, III, IV, V)

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

- BP/AR 0000 Vision
- BP 0100 Philosophy
- E 0420.41 Charter School Oversight

- BP 2140 Evaluation of the Superintendent
- AR 4112.2 Certification
- BP/AR 4112.61/4212.61/4312.61 Employment References
- BP 7212 Mello-Roos Districts
- BB 9121 President
- BB 9121 Governing Board Elections
- BB 9230 Orientation
- BB 9400 Board Self-Evaluation

### 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 <u>NOT</u> 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.

### 9.2 BOARD MEMBER REPORTS/COMMENTS

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

The President will establish the following meeting(s):

➤ October 17, 2017 - 7:00 P.M., Regular Meeting of the Board of Trustees – Lincoln Crossing Elementary, 635 Groveland Lane, Lincoln

### 11. ADJOURNMENT

### Accommodating Those Individuals with Special Needs:

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

Posted: 092917

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# DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

# Western Placer Unified School District CLOSED SESSION AGENDA

Place: District Office/City Hall Bldg. - Overlook Room (Fourth Floor)

Date: Tuesday, October 3, 2017

Time: 6:20 P.M.

- 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
- LIABILITY CLAIMS
- 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

- Name of case: specify by reference to claimant's name, names or parties, case or claim number.
- 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.
- Agency claims against.

### 7. THREATS TO PUBLIC SERVICES OR FACILITIES

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

- Name any employee organization with whom negotiations to be discussed are being conducted.
- 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:

AGENDA ITEM AREA:

closed session

Bargaining Groups:

Disclosure of action taken in

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Gabe Simon, Assistant Superintendent

of Personnel Services

Audrey Kilpatrick, Assistant Superintendent

**Business and Operations** 

Kerry Callahan, Assistant Superintendent of

**Educational Services** 

REQUESTED BY:

**ENCLOSURES:** 

Scott Leaman

Nο

Superintendent

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

**ROLL CALL REQUIRED:** 

No

October 3, 2017

### **BACKGROUND:**

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

### ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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SUBJECT:

CONFERENCE WITH REAL PROPERTY

**NEGOTIATORS** 

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Scott Leaman, Superintendent

**ENCLOSURES:** 

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

**MEETING DATE:** 

October 3, 2017

**ROLL CALL REQUIRED:** 

No

### **BACKGROUND:**

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

### RECOMMENDATION:

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

wp/rk/factform

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

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

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SUBJECT:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in

Closed Session

REQUESTED BY:

Scott Leaman, Superintendent

Kerry Callahan,

Assistant Superintendent of Educational Services

**ENCLOSURES:** 

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 3, 2017

**ROLL CALL REQUIRED:** 

No

### **BACKGROUND:**

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

### RECOMMENDATION:

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

wp/rk/factform

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

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

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

SUBJECT:

Public Employee Discipline/Dismissal/Release

Employee CE 17/18.2

REQUESTED BY:

Gabe Simon, Ed.D.

Assistant Superintendent of Personnel Services

DEPARTMENT:

Personnel

MEETING DATE:

October 3, 2017

**AGENDA ITEM AREA:** 

Closed Session

**ENCLOSURES:** 

Yes

FINANCIAL INPUT/SOURCE:

General Fund

**ROLL CALL REQUIRED:** 

Yes (Closed Session)

### **BACKGROUND:**

The Board of Trustees will disclose any action taken in closed session in regard to Employee # CE 17/18.2 Discipline/Dismissal/Release

### RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Employee #CE 17/18.2 Discipline/Dismissal/Release.

# CONSENT

AGENDA

ITEMS

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

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

- DISTRICT GLOBAL GOALS

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SUBJECT:

Gabe Simon

AGENDA ITEM AREA:

Certificated Personnel Report

Consent Agenda

REQUESTED BY:

65

**ENCLOSURES:** 

Yes

Assistant Superintendent of Personnel Services

**DEPARTMENT:** 

FINANCIAL INPUT/SOURCE:

Personnel

Categorical/General

**MEETING DATE:** 

October 3, 2017

**ROLL CALL REQUIRED:** 

### **BACKGROUND:**

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

### RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

# WESTERN PLACER UNIFIED SCHOOL DISTRICT PERSONNEL REPORT

### October 3, 2017

### **CERTIFICATED/MANAGEMENT**

### **NEW HIRES:**

1. Name: Kirsten Tucker

Position: Temporary Kindergarten Teacher

FTE: 1.0

Effective Date: September 1, 2017 Site: First Street School

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

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

DISTRICT GLOBAL GOALS

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SUBJECT:

AGENDA ITEM AREA:

Classified Personnel Report

Consent Agenda

**REQUESTED BY:** 

**ENCLOSURES:** 

Gabriel Simon Yes

Assistant Superintendent of Personnel Services

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

**MEETING DATE:** 

October 3, 2017

**ROLL CALL REQUIRED:** 

### **BACKGROUND:**

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

### RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

### WESTERN PLACER UNIFIED SCHOOL DISTRICT PERSONNEL REPORT

### October 3, 2017

### **CLASSIFIED/MANAGEMENT**

### **NEW HIRES:**

1. Name:

Sara Becker

Position:

Instructional Aide

Salary:

CSEA, Range 15, Step A

Hours:

2.66 Hours/5 Days a week

Days:

10 Months/Year

2. Name:

Marianne Brudno

Position:

Campus/Cafeteria Supervisor

Salary:

CSEA, Range 13, Step A

Hours:

1.5 Hours/5 Days a week

Days:

10 Months/Year

3. Name:

Lela Jacinto

Position:

Campus/Cafeteria Supervisor

Salary:

CSEA, Range 13, Step A

Hours:

20 Minutes/5 Days a week

Days:

10 Months/Year

4. Name:

Shannon Johnson Paraprofessional Aide Position: CSEA, Range 17, Step E 6 Hours/5 Days a week

Hours: Days:

Salary:

10 Months/Year

5. Name:

Karla Trent

Position:

Campus/Cafeteria Supervisor

Salary:

CSEA, Range 13, Step A 20 Minutes/5 Days a week Hours:

Days:

10 Months/Year

**Effective:** 9/25/17

Site: Creekside Oaks Elementary

Replacement

**Effective:** 9/11/17

Site: Twelve Bridges Elementary

Replacement

Effective: 9/18/17

Site: Twelve Bridges Elementary

Replacement

**Effective:** 9/18/17 Site: Lincoln High

Replacement

Effective: 9/18/17

Site: Lincoln Crossing Elementary

Replacement

### **ADDITIONAL HOURS:**

1. Name:

**Kory Fink** 

Position: Hours:

Paraprofessional Aide 6 hours to 6.5 hours

Days:

10 Months/Year

2. Name:

**Donna Salsberry** 

Position: Paraprofessional Aide

Hours: Days:

5.66 hours to 6 hours 10 Months/Year

Effective: 9/18/17

Site: Glen Edwards Middle

**Effective: 9/18/17** 

Site: Lincoln High

### **ADDITIONAL POSITION:**

1. Name: Lela Jacinto

Position: Campus/Cafeteria Supervisor Hours: 20 Minutes/5 Days a week

Days: 10 Months/Year

2. Name: Julie Kingston

Position: Campus/Cafeteria Supervisor Hours: 30 Minutes/5 Days a week

Days: 10 Months/Year

Effective: 9/25/17

Site: Twelve Bridges Elementary

Replacement

Effective: 9/18/17

Site: Twelve Bridges Elementary

Replacement

### RETIREMENT:

1. Name: Charles Youtsey Position: Site Support Tech

Site: Technology

Hours: 8 Hours/5 Days a week

Days: 12 Months/Year

Effective: 10/1/17

### 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
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SUBJECT:

AGENDA ITEM AREA:

Approval of Minutes:

CONSENT AGENDA

 September 5, & 19, 2017 Regular Board of Trustee Meetings

REQUESTED BY:

**ENCLOSURES:** 

Yes

Scott Leaman, Superintendent

DEPARTMENT:

FINANCIAL INPUT/SOURCE:

N/A

Administration

**MEETING DATE:** 

**ROLL CALL REQUIRED:** 

No

September 5, 2017

### **BACKGROUND:**

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

September 5, & 19, 2017 Regular Board of Trustee Meetings

### RECOMMENDATION:

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

wp/rk/factform

### Western Placer Unified School District

Regular Meeting of the Board of Trustees **September 5, 2017** 

WPUSD District Office/City Hall Building—3<sup>rd</sup> Floor Conference Room 600 Sixth Street, Lincoln, CA 95648

### MINUTES

2017-2018 Goals & Objectives (G & 0) for the Management Team: Component II: 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:**

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

### Others Present:

Scott Leaman, Superintendent
Kerry Callahan, Assistant Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Rebecca Luy, Student Advisory
Mackenzie Myers, Lincoln News Messenger

### 6:30 P.M. START

- CALL TO ORDER WPUSD District Office/City Hall Bldg. 3<sup>rd</sup> Floor Conference Room
- 2. COMMUNICATION FROM THE PUBLIC No comments from the public

### 6:35 P.M.

- 3. CLOSED SESSION WPUSD District Office 4th Floor Overlook Room
  - 3.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

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

### Minutes

### 3.2 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

# 3.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-

15-514477

### 3.4 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release Roll call vote:

### 7:00 P.M.

### 4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE - District Office/City

Hall Blvd., - 3<sup>rd</sup> Floor Conference Room

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

### 4.1 Page 8 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

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

No action taken

### 4.2 Page 9 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

No action taken

# 4.3 Page 10 - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

No action taken

### 4.4 Page 11 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

No action taken

### 5. Page 13-46 - CONSENT AGENDA

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Minutes for: August 1<sup>st</sup> & 15<sup>th</sup>, 2017
- 5.4 Approval of Warrants

Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 5-0 (Ayes: Long. Haley, Wyatt, Armitage, Carras No: None) roll call vote to approve consent agenda as presented.

#### 6. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

#### REPORTS & COMMUNICATION 7.

➤ Lincoln High School Student Advisory – Rebecca Luy reported the following:

- First day of school was August 17th, open with a introduction Rally
- There are foreign exchange students, three from Germany, one from Argentina. one Spain
- Girls golf update
- Football update, all teams lost at first home game
- There was a Ribbon cutting ceremony, during first home Football game
- Cross country update
- Reported on the drama class, and Mr. Bashm was recognized
- William Jessup was on campus to share information on the college
- Had a Morning Rally, on the first day of school with Good Day Sacramento. played the mattress race
- On site tutoring starts tomorrow
- Club Day and New Student Rally start tomorrow

➤ Western Placer Teacher's Association, Tara Jeane shared as of September 1<sup>st</sup>, she will serve on the National Educators Association, as a director for the Northern California ranging from Oregon to Nevada. She is one of 16 directors in the state, this is a three year term. She will travel to D.C. four times a year to interact with congress, lobbying for issues related to public education.

▶Western Placer Classified Employee Association, Mike Kimbrough was not present ➤ Superintendent - Scott Learnan reported the following:

- Have been Interviewing vendors on public Relations Campaign as per the board
- Enjoyed the football game with the new improvements

#### 8. **\*ACTION \*DISCUSSION \*INFORMATION**

Action

### 8.1 Discussion/ Page 48 - APPROVE RESOLUTION 17/18.3 (EMPLOYEE CE.1) REGARDING AUTHORIZATION TO TEACH ASSIGNED

SUBJECTS - Simon (17-18 G & O Component I, II, III, IV, V)

• Pursuant to Education Code 44256 (b) and in order to ensure proper credentialing and teacher consistency for one of our assignments the District administration is making a recommendation that the Board approve Resolution 17/18.3 (Employee CE.1) which will allow one certificated teacher to teacher Music in an elementary school setting at grades K-5 at Sheridan Elementary School.

Gabe Simon presented Resolution 17/18.3 for approval. Motion by Mr. Long, seconded by Mr. Haley, and passed by a 5-0 (Ayes: Haley, Long,

Wyatt, Armitage, Carras No: None) roll call vote to approve Resolutions 17/18.3 Authorization employee CE.1 to teach assigned subjects

# 8.2 Action Page 51 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/ REGULATIONS - Leaman (17-18 G & O Component I, II, III, IV, V)

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

- BP 4312.1 Contracts
- BP 6142.93 Science Instruction
- BP 6145 Extracurricular and Cocurricular Activities
- BP/AR 6145.2 Athletic Competition
- BP/AR 6178.1 Work-Based Learning
- BP 7214 General Obligation Bonds

Motion by Mrs. Wyatt, seconded by Mr. Armitage, and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve revised/new policies as presented.

### 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 <u>NOT</u> 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.

### 9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long had no comment

Mr. Haley had no comment

Mrs. Wyatt shared Friday's Football game was a really fun evening, and this evening there are food trucks downtown for football and cheerleaders

Mr. Armitage echo Kris's comments on the Friday event at LHS

Mr. Carras had no comments

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

The President will establish the following meeting(s):

➤ September 19, 2017 - 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

### 11. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:14 p.m.

Paul Carras, President

	Brian Haley, Clerk
	Scott Leaman, Superintendent
	Rosemary Knutson, Secretary to the Superintendent
Adopted:	
Ayes:	
Jooc.	

### Accommodating Those Individuals with Special Needs:

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

Absent:

### Western Placer Unified School District

Regular Meeting of the Board of Trustees

### September 19, 2017

WPUSD District Office/City Hall Building-3<sup>rd</sup> Floor Conference Room 600 Sixth Street, Lincoln, CA 95648

### MINUTES

2017-2018 Goals & Objectives (G & 0) for the Management Team: Component II: 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:**

Paul Carras, President Paul Long, Vice President Damian Armitage, Member Kris Wyatt, Member

### **Board Members Absent:**

Brian Haley, Clerk

### **Others Present:**

Scott Leaman, Superintendent
Kerry Callahan, Assistant Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Mike Adell, Director of Facilities
Rebecca Luy, Student Advisory
Mackenzie Myers, Lincoln News Messenger

### 6:30 P.M. START

- CALL TO ORDER WPUSD District Office/City Hall Bldg. 3<sup>rd</sup> Floor Conference Room
- 2. COMMUNICATION FROM THE PUBLIC
  No communication from the public

### 6:35 P.M.

- 3. CLOSED SESSION WPUSD District Office 4th Floor Overlook Room
  - 3.1 CONFERENCE WITH LABOR NEGOTIATOR

    Bargaining groups: WPTA & CSEA Negotiations

    Agency Negotiators:

    ~Scott Leaman, Superintendent

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

### 3.2 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

### 3.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

### 3.4 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release *Roll call vote:* 

### 7:00 P.M.

# 4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – District Office/City Hall Blvd., - 3<sup>rd</sup> Floor Conference Room

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

### 4.1 Page 10 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

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

No action taken

### 4.2 Page 11 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

No action taken

# 4.3 Page 12 - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

No action taken

### 4.4 Page 13 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

No action taken

### 5. Page 15-134 - CONSENT AGENDA

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Ratification of Contract with Placer County Office of Education and WPUSD
- 5.4 Disposal of Surplus Items
- 5.5 Ratification of Contract with Mobile Ed and Foskett Ranch Elementary School
- 5.6 Ratification of Contract with Placer County Office of Education WPUSD Preschool Program
- 5.7 Acceptance of Roofing Improvements at Carlin C. Coppin Elementary Project and Approval of Notice of Completion
- 5.8 Ratification of Contract with Pel Industries Inc. Lincoln High School Apparel Licensed Merchandise
- 5.9 Approval of Pending Change Orders for the Lincoln High School Addition and Modernization Project
- 5.10 Requests for school-sponsored trips involving out-of-state, out-of-county, and/or overnight travel.

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

### 6. COMMUNICATION FROM THE PUBLIC

No communication from the public

### 7. REPORTS & COMMUNICATION

➤ Lincoln High School Student Advisory – Rebecca Luy reported the following:

- Homework center opened on Sept 6th, with 40 students attending
- Back to School Night was on Sept 7th
- Lighthouse is presenting prevention classes
- Lincoln High did not receive Allie Award
- Today was the first day of Stripes
- There is an ALS fundraiser on October 7th for Shelly Hover
- There is a new LHS sign
- Interact key club had their first meeting
- Today Daniel Medina spoke about college life
- Ms. Ward is in charge of the Wellness Club
- William Jessup, and Las Vegas Nevada came to visit the campus
- Sports update on volleyball
- Football update
- Girls golf update
- This Friday honor hometown heroes
- · Yesterday there was a Zebra on campus,

➤ Western Placer Teacher's Association, Tara Jeane, Tim Allen represented WPTA, he had no report

➤ Western Placer Classified Employee Association, Mike Kimbrough had no report

Superintendent - Scott Leaman reported the following:

- Will be bringing PR campaign to the next meeting as per board request
- Reminder, October 9<sup>th</sup> is Staff In-service Day
- Talking with Mr. Burns regarding a new Cadet Program at LHS for 2018-19

### Minutes

- Board received tentative dates for dedications for the Farm, Mariner ranch, LHS
- Ground breaking next year for Lincoln Crossing South, and GEMS remodel

### 8. PUBLIC HEARING

Education Code 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks or instructional materials for students in each of its schools. A ten-day notice of the public hearing is required. Notices of Public Hearing were posted on our WPUSD District Website and sent to our local schools on September 8, 2017. Our Public Hearing will be held on September 19, 2017.

Mr. Carras open the public hearing at 7:20 p.m. There being no questions, the public hearing was closed.

#### 

9.1 Action

Page 58 - APPROVE RESOLUTION NO. 17/18.5 RE
INSTRUCTIONAL MATERIALS - Callahan (17-18 G & O Component I, II, III, IV, V)

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

Kerry Callahan presented Resolution No. 17/18.5 for approval. Motion by Mr. Long, seconded by Mrs. Wyatt and passed by a 4-0 (Ayes: Wyatt, Armitage, Long, Carras No: None) roll call vote to approve Resolution No. 17/18.5 regarding Instructional Materials

### 9.2 Discussion/ Action

Page 61 – APPROVE RESOLUTION NO. 17/18.4 ADOPT THE 2016-17 AND 2017-18 GANN LIMITS FOR WESTERN PLACER UNIFIED SCHOOL DISTRICT – Kilpatrick (17-18 G & O Component I, II, III, IV, V)

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

Audrey Kilpatrick presented Resolution No. 17/18.4 for approval. Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 4-0 (Ayes: Armitage, Long, Wyatt, Carras No: None) roll call vote to approve Resolutions No. 17/18.4 adopting the 2016-17 and 2017-18 Gann Limits for Western Placer Unified School District.

### 9.3 Action

Page 66 – APPROVE RESOLUTION NO. 17/18.6 TO APPROVE THE ANNUAL ADJUSTMENT OF COMMUNITY FACILITIES DISTRICT MELLO-ROOS RATES FOR CFD #1 AND CFD #2 – Adell (17-18 G & O Component I, II, III, IV, V)

•Annually the rates for fee calculations for Mello-Roos tax within the Western Placer Unified School District's Community Facilities Districts #1 and #2 are adjusted in coordination with the California Construction Cost Index (CCCI), utilizing the annual percentage increase or decrease for the most recent full calendar year as the standard.

Mike Adell presented Resolution No. 17/18.6 for approval. Motion by Mr. Long, seconded by Mrs. Wyatt, and passed by a 4-0 (Ayes: Long, Wyatt, Armitage, Carras No: None) roll call vote to approve Resolution No. 17/18.6 approving the Annual Adjustment of Community Facilities District Mello-Roos Rates for CFD #1 and CFD #2

#### 9.4 Action

Page 69 – APPROVE RESOLUTION NO. 17/18.7 AUTHORIZING
THE SUPPLY AND INSTALLATION OF SYNTHETIC TRACK
SURFACING FROM BEYNON SPORTS SURFACES, INC.,
UNDER A PIGGYBACK CONTRACT PURSUANT TO PUBLIC
CONTRACTS CODE SECTION 20118 – Adell (17-18 G & O Component I, II. III. IV. V)

The existing synthetic track surface at Lincoln High School Stadium has extended beyond its useful life and warranty period and the rubber top coat surface is deteriorating and shedding off. It is in the best interest of the District for health and safety reasons to repair specific areas of concern and replace the outdated track surface with a new synthetic track surface overlay application as part of the campus addition and modernization scope of work.

Mike Adell presented Resolution No. 17/18.7 for approval. Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 4-0 (Ayes: Wyatt, Armitage, Long, Carras No: None) roll call vote to approve Resolution No. 17/18.7 authorizing the supply and installation of synthetic track surfacing from Beynon Sports Surfaces, Inc. under a Piggyback contract pursuant to public contracts Code Section 20118.

## 9.5 Discussion/

### Page 75 - APPROVAL OF THE 2016-17 UNAUDITED ACTUALS

- Kilpatrick (17-18 G & O Component I, II, III, IV, V)

• Each year the district closes its books for all district funds that includes a final accounting for all revenues received and expenditures spend by program at June 30, 2017. Each program is reviewed and reconciled.

Audrey Kilpatrick presented the unaudited actuals from the 2016-17 year. She reviewed the following:

- Restricted
- Unrestricted
- Expenditures
- Reviewed 2016-17 Budget to actual comparison.
- Contribution to Restricted Programs
- Components of Ending Fund Balance

After the review of the unaudited actuals there was a Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 4-0 vote to approve the 2016-17 unaudited actuals

### 10. BOARD OF TRUSTEES

### 10.1 FUTURE AGENDA ITEMS

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

### 10.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long reported he toured the high school, teachers are ecstatic, will be doing a lecture in Mr. Duer's class.

Mrs. Wyatt shared Shelly Hover will be speaking to the Interact club. Attended a Wellness committee yesterday, and met Christina Lawson, the new Director of Food Service. Attended the Farm Foundation meeting, they discussed concerns about the road by the farm

Mr. Armitage attended back to school night at LHS, the campus looks great, and there was a complaint about the PA system being out by Mr. Duer's class. Attended the football games, the teams did well.

Mr. Carras reported he attended a reunion in Chico

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

The President will establish the following meeting(s):

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

➤ October 17, 2017 7:00 P.M., Regular Meeting of the Board of Trustees – Lincoln Crossing Elementary School, 635 Groveland Lane, Lincoln

### 12. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:45 p.m.

Paul Carras, Presiden	
Brian Haley, Clerk	 _

Scott Leaman, Superintendent
Rosemary Knutson, Secretary to the

Adopted:

Ayes:

Noes:

Absent:

### Accommodating Those individuals with Special Needs:

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

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

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

### DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Warrants

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

**ENCLOSURES:** 

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

DEPARTMENT:

**Business Services** 

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 3, 2017

**ROLL CALL REQUIRED:** 

N/A

### BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the September 5, 2017 board meeting.

### RECOMMENDATION:

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

Check	Check	Pay to the Order of		Expensed	Check
Number	Date		FD-OBJT	Amount	Amount
5578009	09/22/2017	Tracey N. Lillie	11-5200	-5/	50.83
5578010	09/22/2017	Kristin N. Morford	01-5200		22.04
5578011	09/22/2017	Susan E. Watkins	01-4300		23.76
5578012	09/22/2017	Charles E. Whitecotton	01-5800		20.00
5578013	09/22/2017	ATTAINMENT COMPANY INC	01-4390		190.83
5578014	09/22/2017	BANK OF AMERICA #4333	01-4300	429,61	
			01~5800	942.91	1,372.52
35578015	09/22/2017	BENCHMARK EDUCATION COMPANY	01-4100		112,940.69
5578016	09/22/2017	CAMBIUM LEARNING INC	01-4100		1,014.90
5578017	09/22/2017	CDW GOVERNMENT INC	01-4300	9,520,66	
			01-4400	2,459.88	11,980.54
5578018	09/22/2017	CITY OF LINCOLN/NON UTILITY	01-4300		95.00
5578019	09/22/2017	CURRICULUM ASSOCIATES INC.	01-4100		14,102.23
5578020	09/22/2017	FOLLETT SCHOOL SOLUTIONS,	01-4300		146.72
		INC.			
5578021	09/22/2017	HANDWRITING WITHOUT TEARS	01-4100		11,541.42
5578022	09/22/2017	IXL LEARNING INC	01-4300		359.00
5578023	09/22/2017	KINKO'S INC. FEDEX ACCOUNT# 0579238461 0001	01-4300		4,057.92
5578024	09/22/2017	LD PRODUCTS	01-4300		166.40
5578025	09/22/2017	LOZANO SMITH LLP	01-5200		810.00
5578026	09/22/2017	MIRA CANION	01-4100		168.00
5578027	09/22/2017	MIRA VIA, LLC	01-4300	508.79	
angratisati dengan kecilolog	Augusta ang kalabapat kan kalabapat kan ka	ra National alla material (1885) de la companie de	Unpaid Tax	32.55+	476.24
5578028	09/22/2017	NORA DAVIS	01-5800		545,70
5578029	09/22/2017	PESI HEALTHCARE	01-4300	53.66	
			01-5200	400.42	454.08
5578030	09/22/2017	PLACER COUNTY SELPA	01-5200		200,00
5578031	09/22/2017	PRO-ED	01-4100	99,61	
F.F.70000	0010010017		Unpaid Tax	6.16-	93,45
5578032	09/22/2017	PSYCHOLOGICAL ASSESS RESOURCES	01-4300	1,498.87	
			Unpaid Tax	98.75-	1,400.12
5578033	09/22/2017	REMEDIA PUBLICATIONS INC	01-4300	124.62	
			Unpaid Tax	7.39-	117,23
5578034	09/22/2017	SIG SCHOOLS INSURANCE GROUP	01-3402		895.72
55780 <b>3</b> 5	09/22/2017	THE FRUITGUYS	01-4300		239,00
5578036	09/22/2017	WINSOR LEARNING, INC.	01-4300		2,701.63
5578037	09/22/2017	CDW GOVERNMENT INC	01-4400		2,662.31
5578038	SECTOMORPHE CONTRACTOR	CROWN DISTRIBUTING INC.	13-4380		1,210.67
5578039	09/22/2017	CULTURE SHOCK YOGURT	13-4710		513,60
5578040	09/22/2017	DANIELSEN COMPANY	13-4380	212.50	
			13-4710	3,666.97	
5570044	00/20/0047	DEODLICEDS DAIDY FOODS 1110	Unpaid Tax	11.62-	3,867.85
5578041 5578042	09/22/2017	PRODUCERS DAIRY FOODS, INC. PROPACIFIC FRESH	13-4710 13-4380	Light ag grapatha grapatha ta sa carta a r	3,058.57

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 NOTE BY

heck lumber	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
5578042	09/22/2017	PROPACIFIC FRESH	13-4710	5,682.03	5,731.99
5578043	09/22/2017	S & S WORLDWIDE	01-4300	·	619.32
5578044	09/22/2017	UNIFIRST CORPORATION	13-5800		457.87
5 <b>5780</b> 45	09/22/2017	CYNTHIA MARINO	13-8634		17.00
5578046	09/22/2017	KIMBERLY SMITH	13-8634	anterior de la compresentación de la final de la f La final de la compresión de la final	87.25
5578047	09/22/2017	Daniel T. Alcorn	01-4300		16.24
5578048	09/22/2017	Nicole R. Bartlett	01-4300		64.00
557804 <b>9</b>	09/22/2017	Jeffrey M. Duer	01-5200		192.60
5578050	09/22/2017	Beth G. Funderburgh	01-4300		55.26
55 <b>7</b> 80 <b>51</b>	09/22/2017	Joshua J. O'Geen	01-4300		272,79
5578052	09/22/2017	Robert L. Pierce II	01-4300		299.65
5578053	09/22/2017	Lauretta L. Shelton	01-4300		173.35
5578054	09/22/2017	Pamela S. Soha	01-4300	negototono egeto elegan se en estante el trope	<b>5</b> 8. <b>9</b> 9
5578055	09/22/2017	APPLE INC.	01-4300		977.03
5578056	09/22/2017	ATHLETICS UNLIMITED	01-4300		421.97
55780 <b>57</b>	09/22/2017	BRETFORD MANUFACTURING	01-4300		147,34
5578058	09/22/2017	CDW GOVERNMENT INC	01-4300	181.25	
			01-4400	737.44	918.69
578059	09/22/2017	CLASS GUITAR RESOURCES INC	01-4100		774.66
578060	09/22/2017	COAST TO COAST COMPUTER PRODUCTS	01-4300		2,100,45
578061	09/22/2017	CURRICULUM ASSOCIATES INC.	01-4300	154.70	e sentin a engre pasta, nea a tatan
			01-5800	12,065.20	12,219.90
578062	09/22/2017	DISCOVERY OFFICE SYSTEMS	01~5600	•	26.76
578063	09/22/2017	EDUCATORS PUBLISHING SERVICE	01-4300		67.46
		SCHOOL SPECIALTY CORPORATION			
578064	09/22/2017	FOOTAGE FIRM INC	01-5800		99.00
578065	09/22/2017	FULL COMPASS SYSTEMS	01-4300		199.99
578066	09/22/2017	J's COMMUNICATIONS INC	01-4300		328.72
578067	09/22/2017	LAKESHORE LEARNING MATERIALS	01-4300		610.52
578068	09/22/2017	Loomis Union School Dist	01-4300		125.00
578069	09/22/2017	MARLO GUILLOT FOOTHILL FUNDRAISING LLC	01-4300		2,376.00
578070	09/22/2017	MONOPRICE INC	01-4300		20.89
578071	09/22/2017	NASCO MODESTO	01-4300		196.26
578072	09/22/2017	OFFICE DEPOT	01-4300		748.66
578073	09/22/2017	ORIENTAL TRADING COMPANY INC	01-4300	170.40	
			Unpaid Tax	11.52-	158.88
578074	09/22/2017	PACIFIC ENVIRONMENTAL	01-5800		4,750.00
578075	09/22/2017	PLACER COUNTY WATER AGENCY	01-4300		135,07
578076		PLACER FARM SUPPLY	01-4300		47.84
578077	09/22/2017	REALLY GOOD STUFF	01-4300	45.41	
			Unpaid Tax	2.61-	42.80
578078	09/22/2017	RENAISSANCE LEARNING INC.	01-5800	All and a first production of the second	3,949.00
78079		RISO PRODUCTS OF SAC INC	01-4300		<b>425</b> .00
578080	09/22/2017	SCHOLASTIC MAGAZINE	01-4300		169.40

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Generated for Evelyn Keaton (EKEATONAP), Sep 25 2017 12:41PM 34

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### **Board Report**

Checks D	ated 09/22/20	17			
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85578081	09/22/2017	SCHOOL SPECIALTY INC	01-4300	erennen (j. ja. 1900) ere ja oli ere ett erennen erennen erennen ja oli erennen ja erennen ja erennen ja eren	115.99
85578082	09/22/2017	SEABIRD LODGE	01-5800		240.69
85578083	09/22/2017	SPEECH CORNER	01-4300	130.31	
			Unpaid Tax	8.41-	121.90
85578084	09/22/2017	STAPLES BUSINESS ADVANTAGE	01-4300	19,600.74	
			13-4300	868.71	20,469.45
85578085	09/22/2017	SUPER DUPER SCHOOL COMPANY	01-4300	64.24	
			Unpaid Tax	3.84-	60.40
85578086	09/22/2017	TOLEDO P.E. SUPPLY	01-4300	1,357.32	
- 0.6534 (4.000 April April April 20.000)			Unpaid Tax	91.76-	1,265.56
85578087	09/22/2017	TOTALLY TROPHIES	01-4300		149.85
85578088	09/22/2017	UNIVERSITY OF OREGON	01-5800		350.00
85578089	09/22/2017	WAVE Cable TV	01-4300		24.81
85578090	09/22/2017	Jackson Tofft	01-5800		500.00
85578091	09/22/2017	Aaron J. Dirks	01-5200		264,00
85578092	09/22/2017	ACI SPECIALTY BENEFITS ACI ENTERPRISES INC	01-3901		2,524.50
85578093	09/22/2017	ADD SOME CLASS	01-4300		110.39
85578094	09/22/2017	ALESSANDRO ELECTRIC, INC.	21-5800		2,531.00
85578095	09/22/2017	BACK TO LIFE AUTOMOTIVE	01-5800		<b>202</b> ,50
85578096	09/22/2017	BUS WEST - FRESNO	01-4365		1,303.63
85578097	09/22/2017	C & S TELECOMMUNICATIONS INC	01-5600		345.00
85578098	09/22/2017	CAPITOL PUBLIC FINANCE GROUP	01-5800		14,000.00
85578099	09/22/2017	CDW GOVERNMENT INC	21-4400		1,351.10
85578100	09/22/2017	CHRISTOPHER FREEMAN - DBA POWER PROTECTION PLUS	01-5600		760.00
85578101	09/22/2017	CLIMATE CONTROL INC	35-5600		280.00
85578102	09/22/2017	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		132.84
85578103	09/22/2017	ECONOMIC & PLANNING SYS. INC.	49-5800		6,175,00
85578104	09/22/2017	FAR WEST RENTS & READY MIX	01~5600	,	170.00
85578105	09/22/2017	FLINT BUILDERS, INC.	21-6270		25,212.00
85578106	09/22/2017	FLINT BUILDERS, INC.	21-6270		478,966.00
85578107	09/22/2017	GRAINGER.	01-4300		74.81
85578108	09/2 <b>2/</b> 2017	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		234.33
85578109	09/22/2017	HOLT OF CALIFORNIA	01-4365		197.95
85578110	09/22/2017	INTERSTATE STALES	40-5600		3,839.35
85578111	09/22/2017	JCI JOHNSON CONTROLS INC.	35-5600		960.00
85578112	09/22/2017	L & H AIRCO	01-5600		1,127.50
85578113	09/22/2017	LAWRENCE L. STARK	25-5800		1,560.00
85578114	09/22/2017	LOOMIS UNION SCHOOL DISTRICT	01-4300		9.00
85578115	09/22/2017	LOWE'S	01-4300		7,256.84
85578116	09/22/2017	OFFICE DEPOT	21-4300 21-4400	70,754.95 17,08 <b>3</b> .39	87,838.34
85578117	09/22/2017	PJ'S MAIL & PARCEL SERVICE	01-5800	17,000.35	16.22

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.

Checks Da	ted 09/22/20	17				
Check Number	Check Date	Pay to the Order of		FD-OBJT	Expensed Amount	Check Amount
85578118	09/22/2017	PLACER COUNTY TREASURER TAX COLLECTOR	ene kan manana di mendekan menamban di	01-5800		57,790.48
85578119	09/22/2017	PLACEWORKS INC		21-5800		6,035.00
85578120	09/22/2017	PURCHASE POWER		01-4300		4,127.44
85578121	09/22/2017	RAY MORGAN CO. / CHICO		01-5600		35.21
85578122	09/22/2017	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES		01-4300	186.27	
				01-5600	1,019.72	1,205.99
85578123	09/22/2017	RIEBES AUTO PARTS		01-4365		1,322.98
85578124	09/22/2017	ROBERT E. COOK - DBA PACIFIC WALLCOVERINGS		01-5800		1,009,25
85578125	09/22/2017	SAC VAL JANITORIAL SALES		01-4300		1,230.14
85578126	09/22/2017	SHI INTERNATIONAL CORP		01-5800		11,234.00
85578127	09/22/2017	SITEONE LANDSCAPE SUPPLY		01-4300		904.08
85578128	09/22/2017	SOLON FIRE CONTROL		01-5800		6,668.28
85578129	09/22/2017	SPURR		01-5530		1,376.52
85578130	09/22/2017	UNIVERSAL SPECIALTIES, INC.		01-4300		100.72
85578131	09/22/2017	VALLEY PRECISION GRADING INC		21-6170		29,401.18
85578132	09/22/2017	WESTERN PLACER WASTE		01-5540		256,35
85578133	09/22/2017	ZIEGELMANN'S REFRIGERATION		01-5600		1,178.00
85578134	09/22/2017	FASTRAK VIOLATION PROCESSING D EPT		01-4365		45.00
85578135	09/22/2017	CITY OF LINCOLN / PG&E REIMB		01-5510		3,646.14
85578136	09/22/2017	PACIFIC GAS & ELECTRIC CO		01-5510		162,652.53
		To	tal Number of Checks	128	year.	1,168,542.81

### **Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	107	508,792.49
11	Adult Education Fund	1	50.83
13	Cafeteria Fund	9	15,825.13
21	Building Fund #1	7	631,334.62
<b>2</b> 5	Capital Facilities Fund	1	1,560.00
35	Schools Facilities (Prop 1A)	2	1,240.00
40	Spec Res For Capital Outlay	1	3,839.35
49	Mello Roos Capital Projects	1	6,17 <b>5</b> .00
	Total Number of Checks	128	1,168,817.42
	Less Unpaid Tax Liability		274.61-
	Net (Check Amount)		1,168,542.81

Check	Check	Pay to the Order of		Expensed	Check
Jumber Vumber	Date	1 ay to the Oracle of	FD-OBJT	Ámount	Amount
35576477	09/15/2017	Margaret M. Mechanick	01-4300		12.86
35576478	09/15/2017	Melissa A. Munno	01-4300		30.51
35576479	09/15/2017	Lori Reitman	01-5800		50.00
35576480	09/15/2017	Mary Lou Resendes	01-5200		46.01
15576481	09/15/2017	AIRGAS	01-4300		83.31
35576482	09/15/2017	ATHLETICS UNLIMITED	01-4300		1,045.66
35576483	09/15/2017	AVID CENTER	01-4300		4,560.00
35576484	09/15/2017	BURKETT'S OFFICE	01-4300	6,981.57	
			13-4300	272.84	7,254.41
35576485	09/15/2017	CDW GOVERNMENT INC	01-4300	9,835.41	•
			01-4400	1,517.63	11,353.04
35576486	09/15/2017	CURRICULUM ASSOCIATES INC.	01-4300	12,113.72	owan owerlânkere restator Janet Vallerick
			01-5800	9,620.75	21,734.47
5576487	09/15/2017	DISCOUNT MAGAZINE SUB SERVICE	01-4300		192.70 :
35576488	09/15/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		813.47
35576489	09/15/2017	GOPHER SPORT	01-4300	新 新 新	2,097.12
35576490	09/15/2017		01-4300		83.95
35576491	09/15/2017	LAKESHORE LEARNING MATERIALS	01-4300		74.69
35576492	09/15/2017		01-4300		513.62
35576493	09/15/2017	MJB WELDING SUPPLY, INC.	01-4300		47.50
35576494	09/15/2017	OFFICE DEPOT	01-4300		591.36
35576495	09/15/2017	PEC - PYRAMID EDUCATIONAL	01-4300		71.19
	05/15/2017	CONSULTANTS, INC.	01-4300		11.15
35576496	09/15/2017	PURCHASE POWER	01-4300		1,020.99
35576497	09/15/2017		01-4300		881.98
35576498	09/15/2017	RAY MORGAN CO. / CHICO	01-5600		339.15
35576499	09/15/2017	REALLY GOOD STUFF	01-4300	66,33	
.00,0100	50.70.2011	Name of the state	Unpaid Tax	4.03-	62,30
35576500	09/15/2017	RECOLOGY FMRLY AUBURN	01-4300		135.00
		PLACER DISPOSAL			
35576501	09/15/2017	RENAISSANCE LEARNING INC.	01-5800	<i>;</i>	13,791.00
3 <b>5576</b> 502	09/15/2017	SCHOLASTIC BOOK FAIRS - 13	01-4300		2,837.44
5576503	09/15/2017	SCHOLASTIC INCORPORATED	01-4300	Activities and activities of the control of the con	58.46
35576504	09/15/2017	SIERRA HAY & FEED	01-4300		162.03
35576505	09/15/2017	SIERRA OFFICE SUPPLIES &	01-4300		70.98
5576506	09/15/2017	TIME FOR KIDS	01-4300		128.70
5576507	09/15/2017	TOTALLY TROPHIES	01-4300	en en omstere en verske settere en	999.00
35576508	09/15/2017		01-5800		700.00
		EDUCATIONAL COMMUNITY SUPPORT			* ***
35576509	09/15/2017		01-5800		500.00
15576510	09/15/2017		01-5200		170.13
35576511	09/15/2017		01-5200		123.05
35576512	09/15/2017		13-4380		465.33
35576512 35576513		CULTURE SHOCK YOGURT	13-4710		128.40

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

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ESCAPE COLUMNS Page 1 of 4

Checks Dat	ed 09/15/20	17			
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85576514	09/15/2017	GOLD STAR FOODS, INC	13-4710	•	6,885.90
85576515	09/15/2017	ISITE SOFTWARE	13-4300		995.00
85576516	09/15/2017	PRODUCERS DAIRY FOODS, INC.	13-4710		4,884.50
85576517	09/15/2017	PROPACIFIC FRESH	13-4710		473.16
85576518	09/15/2017	DANIEL LUY	73-5850		600.00
85576519	09/15/2017	MA LARA OCUMEN	73-5850		300.00
85576520	09/15/2017	Lori J. Fury	01-5200		87.74
85576521	09/15/2017	Evelyn G. Keaton	01-4300		12.68
85576522	09/15/2017	ADVANCED INTEGRATED PEST	01-5800		1,226.00
85576523	09/15/2017	ALL ELECTRIC MOTORS INC	01-4300		448.32
85576524	09/15/2017	AMERICAN SHEET PARTITION COMPANY, INC.	01-4400		4,018.00
85576525	09/15/2017	BACK TO LIFE AUTOMOTIVE	01-5800		67.50
85576526	09/15/2017	BIG ASS SOLUTIONS	01-4300		1,133.23
85576527	09/15/2017	BLACKBURN CONSULTING	25-6280		3,845.90
85576528	09/15/2017	C & S TELECOMMUNICATIONS INC	21-4300	16.09	
			21-5800	805,00	821.09
85576529	09/15/2017	CAPITOL CLUTCH AND BRAKE INC	01-4365		187.22
85576530	09/15/2017	CDW GOVERNMENT INC	01-4300	247.65	
			01-4400	1,213.07	•
			21-4400	4,694.77	6,155.49
85576531	09/15/2017	CHRISTOPHER FREEMAN - DBA POWER PROTECTION PLUS	01-4300	3,800.00	
			01-5600	240.00	4,040.00
85576532	09/15/2017	CITRUS HEIGHTS SAW & MOWER	01-4365	16.15	
			01-5600	276.06	292.21
85576533	09/15/2017	CITY OF LINCOLN/NON UTILITY	21-6280		346.00
85576534	09/15/2017	CLIMATE CONTROL INC	01-5600		1,501.7 <b>2</b>
85576535	09/15/2017	DECKER EQUIPMENT	01-4300		1,303.04
85576536	09/15/2017	DISCOVERY OFFICE SYS/US BANK	01-5600		2,579.60
		EQUIPMENT FINANCE			
85576537	09/15/2017	E-CONOLIGHT LLC	01-4300		154.43
85576538	09/15/2017	FAR WEST RENTS & READY MIX	01-5600		500.42
85576539	09/15/2017	FERGUSON ENTERPRISES #686-DBA FERGUSON FACILITIES SUPPLY	01-4300		<b>27</b> .76
85576540	09/15/2017	GEARY PACIFIC SUPPLY	01-4400	4,186,28	
g a green green green de la company (1995)			01-6400	7,839.20	12,025.48
85576541	09/15/2017	GRAINGER.	01-4300	45	918,51
85576542	09/15/2017	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300	;; 4	4,389.98
85576543	09/15/2017	HILLYARD / SACRAMENTO	01-4300	(1.78.6) (1.18.1)	2,347.15
85576544	09/15/2017	HOME DEPOT CREDIT SERVICES	01-4300	unius et processo survivas su survivas survivas survivas survivas survivas survivas survivas survivas survivas L	3,494.67
85576545	09/15/2017	JIVE COMMUNICATIONS, INC.	01-5560		608.15
85576546	09/15/2017	KINGSLEY BOGARD THOMPSON LLP	01-5810		5,318.36
85576547	09/15/2017	LINMOORE FENCING & IRONWORKS	01-5800	42,760.00	
		been issued in accordance with the District's Policy and authorizati s recommended that the preceding Checks be approved.	ion	ESCAPE	Page 2 of 4

Check	Check	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
lumber	Date 00/45/2017	LINIAGORE FENCING S	01-6170	40,150.00	82,910.00
85576547	09/15/2017	LINMOORE FENCING & IRONWORKS	01-0170	40,130.00	02,010.00
85576548	09/15/2017	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		540.00
35576549	09/15/2017	LPA INC.	01-5800	858.08	
			21-6210	6,593.62	7,451.70
35576550	09/15/2017	MIZUNI, INC.	01-5800		10,800.00
35576551	09/15/2017	NAVIA BENEFIT SOLUTIONS	01-5800		143.00
35576552	09/15/2017	PACIFIC GAS & ELECTRIC CO	01-5510		1,885.77
85576553	09/15/2017	PAUL LEE NUZMAN - DBA OMG DIVERSIFIED DOOR & LOCK	01-4300		993.30
35576554	09/15/2017	PLACER COUNTY AIR POLLUTION	01-5800		3,363.44
35576555	09/15/2017		01-4300		171.62
85576556		RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85576557	09/15/2017	ROBERT SMITH / BIDWELL H2O DBA - BIDWELL WATER	01-4300		145.00
85576558	09/15/2017	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300		541.51
85576559	09/15/2017	SAC VAL JANITORIAL SALES	01-4300		2,892.02
85576560	09/15/2017		01-4300		108.31
85576561	09/15/2017	THE SACRAMENTO BEE	25-5800		657.04
05576560	00/45/0047	ADVERTISING DEPT	04 5000		4 000 00
85576562	09/15/2017	PRODUCTS	01-5800	,	1,920.00
85576563	09/15/2017	,	01-4300	0.000.50	295.11
85576564	09/15/2017	WALLACE-KUHL & ASSOCIATES	21-5800	2,682.50	0.007.50
85576565	09/15/2017	WARREN CONSULT ENCINEEDS	21-6170 21-6140	6,555.00	8,237.50 15,500.00
63376363	09/13/2017	WARREN CONSULT ENGINEERS INC	21-0140		13,300.00
85576566	09/15/2017	WILCO SUPPLY	01-4300		498.35
85576567		ZIEGELMANN'S REFRIGERATION	01-5600		372.00
85576568		CDW GOVERNMENT INC	01-4300	1,014.20	
es, proposition de la propriation de la contraction de la contraction de la contraction de la contraction de l La contraction de la	a a y tanàna na Frantsa ao IVEE (na dia 660)		01-4400	146.60	
-			21-4400	35,39	1,196.19
85576569	09/15/2017	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		447.00
85576570	09/15/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		228.33
85576571	09/15/2017	HANDWRITING WITHOUT TEARS	01-4100		3,219.75
35576572	09/15/2017	KATHRYN WYFFELS	01-5800		5,500.00
3 <b>5</b> 576573	09/15/2017	KELLI RICHARDSON	01-5800	22.00	5,500.00
35576574	09/15/2017	LAKESHORE LEARNING MATERIALS	01-4300		321.49
85576575	09/15/2017	RICHARDS INSTITUTE OF EDUCATION & RESEARCH	01-5200		1,360.00
35576576	09/15/2017	THE COLLEGE BOARD	01-4300		1,016.19
35576577	09/15/2017	THE FRUITGUYS	01-4300		80.00

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.

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#### ReqPay12a

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85576579	09/15/2017	Dawn F. Bremner	01-4300		141.82
85576580	09/15/2017	Jamie-Marie F. Cruice	01-4300		24.96
B5576581	09/15/2017	Nicolas J. Harrigan	01-5800		50.00
35576582	09/15/2017	Barbara K. Matiska	01-4300		38.59
35576583	09/15/2017	Emily A. McKinnon	01-4300		44.02
85576584	09/15/2017	Adam P. Salinger	01-4300		391.36
85576585	09/15/2017	Olivia Honeycutt	01-5800		500.00
		Total Number of Checks	109		305,075.48

#### **Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	95	249,343.07
13	Cafeteria Fund	7	14,105.13
21	Building Fund #1	7	36,228.37
25	Capital Facilities Fund	2	4,502.94
73	Foundation Trust	2	900.00
<del></del>	Total Number of Checks	109	305,079,51
	Less Unpaid Tax Liability		4.03-
	Net (Check Amount)		305,075.48

lheck lumber	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
5573919	09/01/2017	BARRANCO BEVERAGE, INC.	13-4380	93.60 5,80-	87.80
5573920	09/01/2017	CROWN DISTRIBUTING INC.	Unpaid Tax 1 <b>3-438</b> 0	5,00-	1,522.36
5573921	09/01/2017		13-4710		645.21
5573922	09/01/2017	DANIELSEN COMPANY	13-4380	128.33	
			13-4710	4,408.52	
			Unpaid Tax	5.81-	4,531.04
5573923	09/01/2017	GOLD STAR FOODS, INC	13-4710	and the state of the state of	9,652.93
5573924	09/01/2017	ORIENTAL TRADING COMPANY INC	01-4300	1,097.91	
			Unpaid Tax	67.89-	1,030.02
5573925	09/01/2017	PRODUCERS DAIRY FOODS, INC.	13-4710		2,069.01
5573926	09/01/2017	PROPACIFIC FRESH	13-4710		4,670.51
5573927	Berthellon-verschieben wirderbericht	UNIFIRST CORPORATION	13-5800		189.30
5573928	09/01/2017	DIANE CAMPBELL	13-8634	,	33.20
5573929	09/01/2017	RENEE AMOS	13-8634		74.55
5573930 <b>5573</b> 931	09/01/2017	Kerry W. Beltram	01-5200		41.16
5573931 5573932	09/01/2017		01-5200		19.05 370.72
5573932 5573933	09/01/2017 09/01/2017	B.Z. SERVICE STATION BLACKBURN CONSULTING	01-5600 25-6280		1,268.75
5573933 5573934		C & S TELECOMMUNICATIONS INC	21-4300	482.63	1,200,70
0010004	03/01/2017	O d O TELEGOMMONIONIONIO	21-5800	115.00	597,63
5573935	09/01/2017	CDW GOVERNMENT INC	01-4300	1,157.74	<b></b>
	56.5 112611	OST, OSTENIAMENT MO	01-4400	1,226.41	2,384.15
5573936	09/01/2017	CITY OF LINCOLN / PG&E REIMB	01-5510		3,076.50
5573937	09/01/2017	CVPSG CENTRAL VALLEY	01-5300		35.00
		PERSONNEL			
5573938	09/01/2017	DAWSON OIL COMPANY	01-4350		163.23
5573939	09/01/2017	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		<b>1</b> 21.51
5573940	09/01/2017	DISCOVERY OFFICE SYSTEMS	01-5600		73.08
5573941	09/01/2017	ECORP CONSULTING INC	21-6140		13,395.00
5573942	09/01/2017	GCR TIRES & SERVICE	01-4360	e de marie d	1,510.53
5573943	09/01/2017	LOOMIS UNION SCHOOL DISTRICT	01-4300		2,797.80
5573944	09/01/2017	LOZANO SMITH LLP	25-5810		5,995.38
5573945	09/01/2017	PACIFIC GAS & ELECTRIC CO	01-5510		47,789.32
5573946	09/01/2017	PITNEY BOWES INC	01-5600		2,187.27
5573947	09/01/2017	PLACER COUNTY AIR POLLUTION	01-5800	. 1 144	1,681.72
5573948	09/01/2017	PLACER COUNTY SCHOOL BOARDS	01-5300		50.00
5573949	09/01/2017	PURCHASE POWER	01-4300		176.78
5573950	09/01/2017	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600	:	711.92
5573951	09/01/2017	ROBERT E. COOK - DBA PACIFIC WALLCOVERINGS	01-5800		763.75
5573952	09/01/2017	ROY R. RADTKE - DBA APPROVED	21-4300	3,339.23	<u> </u>
- <del></del>		SAFE & LOCK	_, .555		1
			21-5800	476,50	3,815.73
5573953	00/01/2017	SAFETY-KLEEN SYSTEMS INC	01-5800	The second secon	3,073.50

	me 02/05/30				
Healt landor	Charle State	Pay to the Order of	FO-UNIT	Amount	Assesser
5573954	09/01/2017	STINEMAN'S FARM SUPPLY	01-4300		58.71
5573955	09/01/2017	WAVE BUSINESS WAVE BROADBAND-ROCKLIN	01-5560		13,607.84
5573956	09/01/2017	Todd A. Colson	01-5800		106.12
5573957	09/01/2017	Sandra B. Hackbarth	01-4300		63,68
5573958	09/01/2017	Clinton J. Nelson	01-4300		101.42
5573959	09/01/2017	Karen A. Roberts	01-4300		53.00
5573960	09/01/2017	ADVENTURE TO FITNESS, LLC	01-5800	Anthur editore espor fremen danherestroprodus e en cinci	99.00
573961	09/01/2017	AIRGAS	01-4300		83,31
573962	09/01/2017	AMERIGAS PROPANE LP	01-4300		166.80
5573963	09/01/2017	ATHLETICS UNLIMITED	01-4300	,	833.44
5573964	09/01/2017	CARROT-TOP INDUSTRIES	01-4300	81.22	
s ann tailt at the Bits an althriches		er en group transprotein in det word 2 det een transprotes werd bewerd transprotein and a second production of the contract of	Unpaid Tax	4.86-	76.36
573965	09/01/2017	CDW GOVERNMENT INC	01-4300	5858555	79.58
5573966	09/01/2017	CLASSROOM DIRECT.COM	01-4300		9,49
5573967	09/01/2017	CURRICULUM ASSOCIATES INC.	01-4300		65.09
5573968	09/01/2017	FISAL-FOOTHILL INTERMEDIATE SCHOOLS ATHLETIC LEAGUE	01-5300		1,167.54
5 <b>7396</b> 9	09/01/2017	KRISTON L TAGUE - DBA TAGUE	01-5600		2,984.88
		BAND INSTRUMENT SERVICES			
5573970	09/01/2017	LAKESHORE LEARNING MATERIALS	01-4300		344.71
5573971	09/01/2017	MARLEEN NOBELL DBA: MAR/CAL	01-4300		156,03
5573972	09/01/2017	MONOPRICE INC	01-4300		79.34
5573973	09/01/2017	REALLY GOOD STUFF	01-4300	670.86	
			Unpaid Tax	40.89-	629.97
5573974	09/01/2017	SAFEWAY INC	01-4300		107.48
5573975	09/01/2017	SCHOLASTIC MAGAZINE	01-4300		3,808.20
5573976	09/01/2017	SUBWAY #12889	01-4300		532.00
573977	09/01/2017	TIME FOR KIDS	01-4300		1,048.60
573978	09/01/2017	Savannah Cheshire	01~5800		500.00
5573979	09/01/2017	Krystal G. Arnold	01~5200		129.88
573980	09/01/2017	Desiree L. Derouin-St John	01-4300		550.16
573981	09/01/2017	Victoria L. Galvan	01-4300		201.99
573982	09/01/2017	BANK OF AMERICA #4333	01~4300		564.48
573983	09/01/2017	CDW GOVERNMENT INC	01-4300	593,81	
			01~4400	1,249.75	1,843.56
573984	09/01/2017	CPI - CRISIS PREVENTION	01-5300		150.00
		INSTITUTE			
5573985	09/01/2017	CSU CHICO RESEARCH FOUNDATION	01-5200		800.00
5573986	09/01/2017	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		1,043.00
5573987	09/01/2017	FOLLETT SCHOOL SOLUTIONS,	01-4100	:	6,821.10
5573988	09/01/2017	INC. JOCELYN MITCHELMORE	01-5800		11,000.00
573 <b>98</b> 9		KELLI RICHARDSON	01-5800		11,000.00
	09/01/2017		01-4300		1,349.47
573000			0 174700		1,073.71
5573990 5573991		LOZANO SMITH LLP	01-5810		5,091.23

### ReqPay12a

Check Number	Check Date	Pay to the Order of	Expensed FD-OBJT Amount	Check Amount
85573992	09/01/2017	MCGRAW-HILL	01-4100	41.76
85573993	09/01/2017	PEARSON EDUCATION	01-4100	416.34
85573994	09/01/2017	Schools Insurance Group	01-3402	895.72
85573995	09/01/2017	SIG EMPLOYEE BENEFITS TRUST	76-9558	721,262.00
85573996	09/01/2017	THE FRUITGUYS	01-4300	90.00
85573 <b>9</b> 97	09/01/2017	TOTAL EDUCATIONAL SYS SUPPORT	01-5800	3,500,00
35573998	09/01/2017	WOODBURN PRESS	01-4300	301.32
35573999	09/01/2017	YOUTH DEVELOPMENT NETWORK	01-5800	15,000.00
		Total Number of Checks	81	925,419.91

#### **Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	65	155,723.15
13	Cafeteria Fund	10	23,487.52
21	Building Fund #1	3	17,808.36
25	Capital Facilities Fund	2	7,264.13
76	Payroll Fund	1	721,262.00
	Total Number of Checks	81	925,545.16
	Less Unpaid Tax Liability		125.25-
	Net (Check Amount)		925,419.91
	· · · · · · · · · · · · · · · · · · ·		

heck umber	Check Date	Pay to the Order of		ensed Check mount Amount
5575087	09/08/2017	CROWN DISTRIBUTING INC.	13-4380	2,339.48
5575088	09/08/2017	CULTURE SHOCK YOGURT	13-4710	866.70
5575089	09/08/2017	DANIELSEN COMPANY	13-4380	110.00
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	55,00,20,7	<i> </i>	13-4710 2,	858.00
			Unpaid Tax	1.94- 2,966.06
5575090	09/08/2017	GOLD STAR FOODS, INC	13-4710	18,680.14
575091	09/08/2017	PRODUCERS DAIRY FOODS, INC.	13-4710	2,562.79
5575092	09/08/2017	PROPACIFIC FRESH	13-4710	4,690.74
5575093	09/08/2017	SCHOOL SPECIALTY INC	01-4300	1,052.22
5575094	09/08/2017	UNIFIRST CORPORATION	13-5800	374.89
5575095	09/08/2017	Daniel T. Alcorn	01-4300	41,10
575095 5 <b>75</b> 096	09/08/2017	Jay N. Bems	01-4300	78.77
Greenstein er en statementen er e-	09/08/2017	edges alpha = 1 mar (1 mar) and 1 mar) and 1 mar (1 mar) and 1 mar) and 1 mar (1 mar) and 1 mar) an	01-4300	45,22
5575097		Stephanie A. Brown	01-4300	348.98
5575098	09/08/2017			162.70
5575099	09/08/2017	William H. Justice	01-4300	
5575100	09/08/2017	Michael G. Maul	01-4300	40.00
5575101	09/08/2017	Justine L. McElvain	01-4300	36.00
5575102	09/08/2017	Kristin N. Noriega	01-4300	38.23
5575103	09/08/2017	Lana M. Parr	01-5200	153,88
557 <b>5</b> 104	09/08/2017	Jennifer A. Robbins	01-5200	90,00
5575105	09/08/2017	Karen A. Roberts	01-4300	∌ 37,01
5575106	09/08/2017	Dennis E. Santos	01-5200	80.31
5575107	09/08/2017	Jada L. Saul	01-4300	42.72
95599			01-5200	61.63 104.35
5575108	09/08/2017	William D. Trueman	01-4300	93.37
5575109	09/08/2017	Charles E. Whitecotton	01-4300	21.42
5575110	09/08/2017	Randall A. Woods	01-4300	540.28
5575111	09/08/2017	ADD SOME CLASS	01-4300	2,998.69
5575112	09/08/2017	ALL METALS SUPPLY INC	01-4300	165.96
5575113	09/08/2017	AVALON PRINTING & GRAPHICS	01-4300	222.18
5575114	09/08/2017		01-4300	718.40
5575115		BRAIN POP	01-4300	1,795.00
5575116	enderwaren erreigilik erritoaringen 1964.	CDW GOVERNMENT INC	01-4300	1,222.31
5575117	09/08/2017		01-4300	159.00
5575118	09/08/2017		01-4300	159.34
5575119	POEDSA CONTRA VENEZA POR	CITY OF ROSEVILLE MAIDU	01-5800	657.00
5575120	09/08/2017	INTERPRETIVE CENTER DISCOVERY OFFICE SYSTEMS	01-4300	730.36
5575121	09/08/2017	FOLLETT SCHOOL SOLUTIONS,	01-4300	412.49
275400	00/00/0047	INC.	01-5300	130.00
5575122	09/08/2017	es el regiona de proposa per la colomba de la colomba de la companya de la colomba de la colomba de la colomba	e e com a la reconstante de la capación de la companya de la companya de la companya de la companya de la comp	namentum para kan kan kan kan kan kan kan kan kan ka
5575123	09/08/2017		01-4300	949.11
5575124	09/08/2017		01-4300	215.00
5575125	09/08/2017		01-4300	42.02
5575126	09/08/2017	ORIENTAL TRADING COMPANY INC	01-4300 Unpaid Tax	48.23 3.26- 44.97
5575127	09/08/2017	POSTMASTER / TBE	01-4300	98.00

Checks Da	ted 09/08/20	17			
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85575128	09/08/2017	RAY MORGAN CO. / CHICO	01-5600		16.50
85575129	09/08/2017	REAL INSPIRATION, INC.	01-5800		700.00
85575130	09/08/2017	REALLY GOOD STUFF	01-4300	324.29	
and the second s	agraed state of a force of the control of the contr		Unpaid Tax	20.68-	303.61
85575131	09/08/2017	RISO PRODUCTS OF SAC INC	01-5800		782.00
85575132	09/08/2017	SCHOOL DATEBOOKS, INC.	01-4300		105.27
85575133	09/08/2017	WOODWIND & BRASSWIND	01-4300	1,652.95	:
	iva kan masa sa tiwasawa ka masa kanasa di Alamba da Masa da Kalaba da Masa da Masa da Masa da Masa da Masa da		01-4400	2,470.72	4,123.67
85575134	09/08/2017	ACSA - PLACER CO. CHAPTER	01-5200	300.00	production of the second
		ATTN: PETER TOWNE	04 -000	4.075.00	0.475.00
			01-5300	1,875.00	2,175.00
85575135	09/08/2017	ALAN S BROOKS	21-6290	10,125.00	14 000 E0
semeisteedised madeisteen			25-6290	937.50	11,062.50
85575136	09/08/2017	AWARDS BY KAY	01-4300		211.84
85575137	09/08/2017	C & S TELECOMMUNICATIONS INC	01-4300	85.74	
			01-5600	1,783.72	
THE ENGLISHMENT OF THE			21-5800	805.00	2,674.46
85575138	09/08/2017	CLIMATE CONTROL INC	35-6200		117,925.00
85575139	09/08/2017	DAWSON OIL COMPANY	01-4345		4,931.46
85575140	09/08/2017	DISCOVERY OFFICE SYSTEMS	01-5600		119.53
85575141	09/08/2017	HANKIN SPECIALTY ELEVATORS INC	01-5800		1,875.00
85575142	09/08/2017	J&JSCREEN & GLASS	01-5600		1,929.18
85575143	09/08/2017	LOZANO SMITH LLP	01-5810		1,379.68
85575144	09/08/2017	NORMAC	01-4300		578.16
85575145	09/08/2017	NORTH WEST COMPACTING INC	01-5600		7,920.00
85575146	09/08/2017	PPG PAINTS ARCHITECTURAL	01-4300		4,592.23
		FINISHES, INC.			
85 <b>5</b> 75147	09/08/2017	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300	770.50	
			01-5600	143,11	913.61
85575148	09/08/2017	SAC VAL JANITORIAL SALES	01-4300	* *,	135.51
85575149	09/08/2017	UNIVERSAL COATINGS, INC.	01-5600		13,725.00
8557 <b>5</b> 150	09/08/2017	WORKS INTERNATIONAL INC - DBA PUBLIC SCHOOL WORKS	01-5800		11,848.00
85575151	09/08/2017	AVID CENTER	01-4300	2,888.18	
99919191	UJIVUIZU I I	AND GERTEIN	01-5200	6,656.59	
			01-5300	14,491.23	24,036.00
85575152	09/08/2017	BENCHMARK EDUCATION	01-4100		127,855.94
QEE75153	0010010047	COMPANY COMPANY	01-4300	34.82	
85575153	U3/U0/2U1/	CDW GOVERNMENT INC			100 00
OFFTEAFA	00/05/00/4	OURDIQUEUM ASSOCIATED INC	01-4400	73.27	108.09 5,872.33
85575154	Na gradustanija in Branston i podanije izavić pilavizativa i manadari.	CURRICULUM ASSOCIATES INC.	01-4100		entranse projektivanski pen entraktiva in
85575155	09/08/2017	HOLIDAY INN - REDDING	01-5200		403.20
85575156	09/08/2017	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		109.25
85575157	09/08/2017	MEDICAB OF SACRAMENTO/SIERRA	01-5800		3,396.00
85575158	and a second of the second second second second	SIERRA FOOTHILLS ACADEMY been issued in accordance with the District's Policy and	01-5800	ESCAF	9,437.52 E 40,438.65
		s recommended that the preceding Checks be approved		Land the PA	Page 2 of 3

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
B55751 <b>5</b> 9	09/08/2017	SPECIALIZED EDUC OF CA, INC.	01-5800	And the state of t	2,325.00
		DBA SIERRA SCHOOLS			
85575160	09/08/2017	THE COLLEGE BOARD	01-4300		8,074.87
		Total No	mber of Checks 7	4	417,809.88

#### **Fund Recap**

Fund	Description	Check Count	<b>Expensed Amount</b>
01	General Fund	65	255,560.52
13	Cafeteria Fund	7	32,482.74
21	Building Fund #1	2	10,930.00
25	Capital Facilities Fund	1	937.50
35	Schools Facilities (Prop 1A)	1	117,925.00
······	Total Number of Checks	74	417,835.76
	Less Unpaid Tax Liability		25.88-
	Net (Check Amount)		417,809.88
	•		

## 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: AGENDA ITEM AREA:

Ratification of Contract with Sacramento
Theatre Company – Lincoln High School

Consent

REQUESTED BY: ENCLOSURES:

Audrey Kilpatrick, Asst. Supt. - Business & Operations Yes

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Business Services LHS - Fundraising/Donations

MEETING DATE: ROLL CALL REQUIRED:

October 3, 2017 No

#### **BACKGROUND:**

The attached contract is for tickets to the Sacramento Theater Company production of Macbeth on February 27, 2018 for the Lincoln High School's English classes as an enrichment. The services will be paid with fundraising and donations.

#### RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Sacramento Theatre Company and Lincoln High School.

#### SACRAMENTO THEATRE COMPANY

Group Sales Contract & Invoice 1419 H. Street Sacramento, CA 95814 Phone: 916-446-7501x120 Fax: 916-446-4066 Lawi@sactheatre.org



9/26/2017

Patron ID#TBD

Contact Name: Ersula Bombard Organization: Lincoln High School

Address:

790 J Street Lincoln, CA. 95648

Phone:

916-645-6360

Fax:

Email:

ebombard@wpusd.k12.ca.us

MACBETH	
TUESDAY, FEBRUARY 27, 2018	
11:00AM	

# of tickets	F	rice	Subtotal
100	\$15.00	(Student)	\$1,500.00
	\$25.0	0 (Adult)	
10	\$0 (	Comp)	
	Ticket	Handling	
110	Total Tickets	TOTAL DUE:	\$1,500.00

DUE DATE: **CANCELLATION FEE:** 

2/1/2018 \$150.00

STC Staff Only: Mail Pick-Up Will-Call Done: \_\_\_/\_\_ by \_\_\_

#### **GROUP SALES TERMS AND CONDITIONS**

- A credit card is necessary to reserve these tickets unless otherwise agreed upon by the group sales representative.
- Full payment is due by 5 p.m. on the due date above. Once payment has been received, tickets are non-refundable. We accept Visa, MasterCard, cash, checks and money orders for payment.
- If this order is canceled or full payment has not been received by the due date, your tickets will be released and your credit card will be charged a cancellation fee of 10% of the original amount due.
- You have until the payment due date to decrease the quantity of tickets reserved. The quantity of tickets must be a minimum of twelve to still qualify for the group rate. If payment for the original reservation has already been received, there are no refunds for unneeded tickets. These tickets may be exchanged for alternate performance dates of the same show subject to availability.
- You may increase your quantity of tickets at any time at the same group rate subject to availability. If payment for the original reservation has already been received, the additional tickets must be paid for at the time they are reserved.
- The above named "Contact" is to be the sole communicator between the group and The Sacramento Theatre Company. This person is responsible for collecting payments and distributing tickets for the group.

Your signature below a	nirms that you have read and agree i	to the above Ter	ms and
Conditions. Please sign	& return to Group Sales Manager b	/ 10/01/2017	
Signature:	& return to Group Sales Manager by	Date:	9/16/14

### 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:

AGENDA ITEM AREA:

Ratification of Contract with ERC -

Grant Writing Proposal - CTE Facilities Program

Consent

REQUESTED BY:

**ENCLOSURES:** 

Audrey Kilpatrick

Assistant Superintendent of

Business and Operations

Yes

DEPARTMENT:

FINANCIAL INPUT/SOURCE:

Business Services

One-Time Mandate Funds

**MEETING DATE:** 

**ROLL CALL REQUIRED:** 

October 3, 2017

No

#### BACKGROUND:

Proposition 51 includes \$500 million to construct/modernize CTE facilities as well as purchase equipment on comprehensive high school sites. On August 23, 2017, the State Allocation Board approved \$125 million for the next Career Technical Education Facilities Program (CTEFP) funding cycle. Applications will be accepted through November 29th. As this is a highly competitive grant the district has contracted with ERC, a grant writing organization, to work with district staff to develop and submit three CTE Industry Sector proposals. Those CTE Industry Sectors will be Arts, Media and Entertainment, Health Science and Medical Technology, and Information and Communication Technologies and located at the new high school in the Twelve Bridges area. The total cost of these services is \$30,000, with \$10,000 for each pathway proposal, and will be paid with District One-time Mandate Funds.

#### **RECOMMENDATION:**

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





#### **Proposed Service Agreement**

ERC will develop and submit three proposals for the Career Technical Education Facilities Program (CTEFP) for the Western Placer Unified School District (WPUSD). Proposals will represent a specific pathway within each of the following CTE Industry Sectors: Arts, Media and Entertainment, Health Science and Medical Technology, and Information and Communication Technologies.

ERC writers and research associates will participate in three stages of proposal development:

Preplanning - Review Request for Applications, review with staff and develop "game plan."

- Review the grant application guidelines with appropriate WPUSD staff.
- Discuss issues and advise on the project and grant application development.
- Prepare list of issues/concerns to be resolved, relative to specific grant applications.
- Request information from WPUSD staff regarding any items requiring action.
- Consult, plan and strategize with WPUSD staff throughout the proposal planning process.
- Assist with data gathering, bid package preparation, signature retrieval, and scheduling.

**Development** – Coordinate processes, time line, and proposal content.

- Develop timelines to ensure timely application submissions.
- Structure workflow to execute work plan.
- Collaborate with proper stakeholders to obtain signatures, data, forms and letters.
- Identify, locate, collect and analyze data required in proposal guidelines.
- Develop content for the grant application narrative and data.
- Prepare supplemental documents as required.
- Assist in budget development to the extent needed.

Completion - Prepare final package, submit and follow up.

- Prepare final drafts of grant applications.
- Coordinate reviews of proposal drafts with WPUSD staff prior to submission.
- Provide copies of the final draft to WPUSD staff for review prior to submission.
- Submit required number of copies to funding agency to meet proposal deadline.
- Follow up with agency to ensure receipt.

#### **Contract Period**

The period of this contract shall be in effect from October 2, 2017 through proposal submission.

#### Payment for Services

The writing fee for the CTE Facilities Program is \$10,000 per pathway proposal, for a total of \$30,000.

ERC will submit an invoice for 50% due October 31 and 50% upon successful completion of work.

9/26/2017

Superintendent or Designee

Western Placer Unified School District

Western Macer Unitied School District Andrey Kulpatinck, ASSA Supt. Business

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

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

#### DISTRICT GLOBAL GOALS

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

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

SUBJECT:

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

**AGENDA ITEM AREA:** 

Consent

**REQUESTED BY:** 

Michael Adell

Director of Facilities

**ENCLOSURES:** 

Yes

DEPARTMENT:

**Facilities** 

FINANCIAL INPUT/SOURCE:

Measure A

**MEETING DATE:** 

October 3, 2017

**ROLL CALL REQUIRED:** 

Nο

#### **BACKGROUND:**

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

The attached Pending Change Orders totaling \$214,237.00 will increase the contract amount to \$7,927,221.00.

#### **RECOMMENDATION:**

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



Page 1 of 1

COR#: 35 DATE: 8/18/2017

Flint Builders Inc. 401 Derek Place Roseville, CA 95678

OWNER: Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648 CONTRACT: 1629. Lincoln HS New Classroom Building Addition and Modernization 600 Sixth Street, Suite 400 Lincoln, CA 95648

### Import DG at Track, Add Header Board & DG at Baseball Field

#### PROPOSED SCOPE OF WORK:

The balance of the extra used DG was utilitize in the over excavation and removal of unsuiltable soils at the admin building. we used the existing DG in lieu of purchasing and importing AB. We need to import new DG for the landscape areas. There was a gap between the edge of concrete flatwork and the existing baseball field backstop. We reused existing plastic header board to tie to the backstop fence then filled the gap with DG.

The prices below are valid until 08/25/2017.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	34	Import DG at Track, Add Header Board & DG at Baseball Field	\$12,104. <b>0</b> 0

	TOTAL:	12,104.00
APPROVED BY: Western Placer Unified School District	SUBMITTED BY: Flint Builders Inc.	
SIGNED:	Digitally signed by 0 DN: C=US, DN: C=US, Estimators (Original Control	<del>-</del>
DATE:	Craig Kinsman 6-Fixt Builders, of DATE:	J=Sr. Project





Page 1 of 1

**DATE:** 8/18/2017

TITLE: Import DG at Track, Add Header Board & DG at Baseball Field

PCO#: 34

To: Michael Adell

Western Placer Unified School District

600 Sixth Street, Suite 400

Lincoln, CA 95648

Phone: 916.645.5100

Email: madell@wpusd.k12.ca.us

CC:

From:

Flint Builders Inc 401 Derek Place Roseville, CA 95678

Phone: Email:

#### **DESCRIPTION OF PROPOSAL:**

The balance of the extra used DG was utilitize in the over excavation and removal of unsuiltable soils at the admin building. we used the existing DG in lieu of purchasing and importing AB. We need to import new DG for the landscape areas. There was a gap between the edge of concrete flatwork and the existing baseball field backstop. We reused existing plastic header board to tie to the backstop fence then filled the gap with DG.

PCO Item	Quantity	UM	Unit Price	Amount
1 : Landscaping	0.000	LS	0.00000	\$11,302.00
2: OH&P	0.000	LS	0.00000	565.00
3 : Bonds & Insurance	0.000	LS	0.00000	237.00

Total: \$12,104.00

Submitted By:

Approved By:

Craig Kinsman

. DN: CeUS, Eerskiesman@@introblers.com, O=FBnt Builders, DU+Sk, Project Manager, CN=Cnajk Krisman Date: 2017.09.18 14:59:38-0700 8/18/2017

Date

Michael Adell

Date

Flint Builders Inc

Western Placer Unified School District



Page 1 of 1

COR #: 48 DATE: 9/14/2017

Flint Builders Inc. 401 Derek Place Roseville, CA 95678

OWNER: Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648 CONTRACT: 1629. Lincoln HS New Classroom Building Addition and Modernization 600 Sixth Street, Suite 400 Lincoln, CA 95648

#### Overtime and Weekend Work

#### PROPOSED SCOPE OF WORK:

As directed by the Owner, this COR is for overtime work and a 1 day time extension required to recover schedule delays due to weather. There were 47 recorded weather delays this winter that impacted the project schedule. Overtime was necessary in order to achieve Substantial Completion of the classroom building by August 16. Final Completion of the project will follow shortly behind with the balance of the site concrete and landscaping in the quad area. This date to be discussed and agreed upon by Owner and Contractor. The extension of the Contract Time is not being pursued as a compensable delay.

In addition, please Amend Article III, Time to Compete and Liquidated Damages, of Agreement Between Owner and Contractor as follows: For purposes of liquidate damages, the concept of substantial completion shall constitute completion and is part of the Contract Documents. Amend Paragraph 8.4.5, Liquidated Damages, of General Conditions as follows: For purposes of liquidated damages, the concept of substantial completion shall constitute completion and is part of this agreement. Amend Paragraph 1.1.0, Completion of General Conditions as follows: For accrual of liquidated damages, Claim and warranty purposes, "completion" and "complete" mean the point in the Project where Contractor has fully and correctly achieved Substantial Completion.

PCO DESCRIPTION

COR 48 Overtime and Weekend

The prices below are valid until 09/21/2017.

TYPE DESCRIPTION

PCO TYPE

D00

PCO	Pending Change Orders	40	Work	\$147,985.00
ALL STANK BAR MINES CALL &			TOTAL:	147,985.00
APPROVED BY:	Western Placer Unified School I	District	SUBMITTED BY: Flint Builders Inc.	
SIGNED:			SIGNED:	
DATE:			DATE:	

PCO

**AMOUNT** 

1629. - Lincoln HS Addition and Modernization



Page 1 of 2

DATE: 9/25/2017

TITLE: COR 48 Overtime and Weekend Work

PCO#: 40

To: Michael Adell

Western Placer Unified School District

600 Sixth Street, Suite 400

Lincoln, CA 95648

Phone: 916.645.5100

Email: madell@wpusd.k12.ca.us

110,040,0100

From: Craig Kinsman

Flint Builders Inc 401 Derek Place

Roseville, CA 95678

Phone: 916.757.1000

Email: ckinsman@flintbuilders.com

CC:

#### **DESCRIPTION OF PROPOSAL:**

As directed by the Owner, this COR is for overtime work and a 1 day time extension required to recover schedule delays due to weather. There were 47 recorded weather delays this winter that impacted the project schedule. Overtime was necessary in order to achieve Substantial Completion of the classroom building by August 16. Final Completion of the project will follow shortly behind with the balance of the site concrete and landscaping in the quad area. This date to be discussed and agreed upon by Owner and Contractor. The extension of the Contract Time is not being pursued as a compensable delay.

In addition, please Amend Article III, Time to Compete and Liquidated Damages, of Agreement Between Owner and Contractor as follows: For purposes of liquidate damages, the concept of substantial completion shall constitute completion and is part of the Contract Documents. Amend Paragraph 8.4.5, Liquidated Damages, of General Conditions as follows: For purposes of liquidated damages, the concept of substantial completion shall constitute completion and is part of this agreement. Amend Paragraph 1.1.0, Completion of General Conditions as follows: For accrual of liquidated damages, Claim and warranty purposes, "completion" and "complete" mean the point in the Project where Contractor has fully and correctly achieved Substantial Completion.

PCO Item	Quantity	UM	Unit Price	Amount
1 : Flint Self Perfomed OT	0.000	LS	0.00000	\$12,404.00
2 : Swan Engineering OT	0.000	LS	0.00000	41,931.00
3 : Div 15 OT	0.000	LS	0.00000	3,381.00
4 : Henley OT	0.000	LS	0.00000	1,693.00
5 : Alessaпdro Electrical ОТ	0.000	LS	0.00000	36,186.00
6: Whiting Concrete OT	0.000	LS	0.00000	10,401.00
7 : Sacramento Building Products OT	0.000	LS	0.00000	232.00
8 : Takehara OT	0.000	LS	0.00000	<b>22,379</b> ,00
9 : Fischer Tile & Marble OT	0.000	LS	0.00000	2,430.00
10 : TSV Painting OT	0.000	LS	00000,0	6,801.00
11 : Cal Acoustics OT	0.000	LS	0.00000	336.00
12 : OH&P	0.000	LS	0.00000	6,909.00
13 : Bonds & Insurance	0.000	LS	0.00000	2,902.00

## Potential Change Order Request 1629. - Lincoln HS Addition and Modernization





Page 2 of 2

DATE: 9/25/2017

TITLE: COR 48 Overtime and Weekend Work

PCO#: 40

Total: \$147,985.00

Submitted By:		Approved By:	
	9/25/2017		
Craig Kinsman Flint Builders Inc	Date	Michael Adell Western Placer I Initiad School District	Date



Page 1 of 1

COR #: 23 DATE: 7/24/2017

Flint Builders Inc. 401 Derek Place Roseville, CA 95678

OWNER: Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648 CONTRACT: 1629. Lincoln HS New Classroom Building Addition and Modernization 600 Sixth Street, Suite 400 Lincoln, CA 95648

### RFI 11 size change for underground pull boxes

#### PROPOSED SCOPE OF WORK:

See RFI 11 for more information. This change was to be included in CCD 01 drawings but was inadvertantly missed. Therefore we did not include in the CCD 01 pricing.

The prices below are valid until 07/31/2017.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	53	RFI 11 size change for underground pull boxes	\$8,841.00

	TOTAL:	8,841.00	
APPROVED BY: Western Placer Unified School District	SUBMITTED BY: Flint Builders Inc.		
SIGNED:	SIGNED: Digitally signed by DN: C=US.  E-ckinsman@linth O-Fisht Builders, O Manager, CN=Crai	=	
DATE	Manager, CN=Crai	u=ar. Project g Kinsman	



1629. - Lincoln HS Addition and Modernization

Page 1 of 1

DATE: 7/24/2017

TITLE: RFI 11 size change for underground pull boxes

CC:

To: Michael Adell

Western Placer Unified School District

600 Sixth Street, Suite 400

Lincoln, CA 95648

Phone: 916.645.5100

Email: madell@wpusd.k12.ca.us

From:

Flint Builders Inc.

401 Derek Place

Roseville, CA 95678

Phone:

Email:

#### DESCRIPTION OF PROPOSAL:

See RFI 11 for more information. This change was to be included in CCD 01 drawings but was inadvertantly missed. Therefore we did not include in the CCD 01 pricing.

PCO Item	Quantity	UM	<b>Unit Price</b>	Amount
1 : Electrical	0.000	LS	0.00000	\$8,254.00
2: OH&P	0.000	LS	0.00000	413.00
3 : Bonds & Insurance	0.000	LS	0.00000	174.00

Approved By:

Total: 8,841.00

Submitted By:

Craig Kinsman

7/24/2017

Date

Michael Adell

Date

Flint Builders Inc

Western Placer Unified School District



Page 1 of 1

COR#: 49

DATE: 9/19/2017

Flint Builders Inc. 401 Derek Place Roseville, CA 95678

OWNER: Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648 CONTRACT: 1629. Lincoln HS New Classroom Building Addition and Modernization 600 Sixth Street, Suite 400 Lincoln, CA 95648

### RFI 38 Science Building Landscape / Domestic Water

#### PROPOSED SCOPE OF WORK:

Science buildings were found to be fed by irrigation water. We did some investigation and found that the water line was tied into the irrigation backflow. We had to disconnect the water line from the irriation backflow and re rout it to connect to the domestic water backflow.

The prices below are valid until 09/26/2017.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	55	RFI 38 Science Building Landscape / Domestic Water	\$8,394.00

	TOTAL:	8,394.00
APPROVED BY: Western Placer Unified School District	SUBMITTED BY: Flint Builders Inc.	
SIGNED:	Digitally signed by DN: C=US, E-ckinsman@illinth	
DATE:	SIGNED:  Craig Kinsman O=Flint Builders, O  Manager, CN=Craig  DATE:  DN: CellS, Ecklisman @tlintb  O=Flint Builders, O  Manager, CN=Craig  Pate 2017, OR 9.1	a resolution

1629. - Lincoln HS Addition and Modernization



Page 1 of 1

DATE: 9/19/2017

TITLE: RFI 38 Science Building Landscape / Domestic Water

PCO#:

To: Michael Adell

Western Placer Unified School District

600 Sixth Street, Suite 400

Lincoln, CA 95648

Phone: 916.645.5100

Email: madell@wpusd.k12.ca.us

Phone:

916.757.1000 Email: ckinsman@flintbuilders.com

CC:

**DESCRIPTION OF PROPOSAL:** 

Science buildings were found to be fed by irrigation water.

PCO Item	Quantity	UM	Unit Price	Amount
2 : Landscaper	0.000	LS	0.00000	\$7,837.00
3 : OH&P	0.000	LS	0.00000	392,00
4 : Bonds & Insurance	0.000	LS	0.00000	165.00

Total: \$8,394.00

Submitted By:

Digitally signed by Craig Kinsman
DN: C=US.

Craig Kinsman
DN: C=US.

Craig Kinsman
Dividers, OU=Sr. Project Manager,
Charles (Kinsman
Date: 2017,09.19 11:23:51-07'00'

9/19/2017

Craig Kinsman Flint Builders Inc Date

Approved By:

From: Craig Kinsman

Flint Builders Inc

401 Derek Place

Roseville, CA 95678

Michael Adell

Western Placer Unified School District

Date



Page 1 of 2

COR #: 46 DATE: 9/07/2017

Flint Builders Inc. 401 Derek Place Roseville, CA 95678

OWNER: Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648 CONTRACT: 1629. Lincoln HS New Classroom Building Addition and Modernization 600 Sixth Street, Suite 400 Lincoln, CA 95648

### Site Lighting Repair at Ampitheater Seating Area

#### PROPOSED SCOPE OF WORK:

Existing site lighting conduit was partially poured into the existing slab at the ampitheater seating area. During site demolition the wires and conduit came out with the concrete. New pathway and wiring had to be installed back to the site lighting that was to remain. In addition the existing site lighting was on a separate circuit being fed from a completely separate lighting control panel in a separate building. it was discuss and decided to add the existing two site lights at the ampitheater area and the existing three light poles at the end of the fire lane, to the new lighting control panel at the new building. That way all the site lighting would be controlled at the same panel. After the site lighting was complete it was found that there were 4 existing lights that were found to not be functioning. The following is what occurred to diagnose the issue and correct it:

- The district notified Flint of a breaker tripping.
- Flint notified AEI.
- AEI responded and spent a significant amount of time trying to research the cause of the breaker tripping.
- o Day 1 & Day 2 (two electricians)
- o Tested circuitry
- o Tracked down circuitry within building and had district track down keys to various existing electrical equipment which took a fair amount of time.
- Found fried mouse in lighting contactor
- o Re-tested circuitry
- Issue was not resolved.
- o Continued to trace out and test circuitry
- o Identified one switch leg labeled #2 on lighting contactor as the cause of the short tripping the breaker
- o Disconnected switch leg #2 and left remaining switch legs on contactor
- Turned circuit back on and circuit then held without tripping
- o Were unable to identify exact path of switch leg #2 beyond the contactor enclosure
- Tested all site lighting and found that only four of the lights were no longer powered.
- Located local site lighting circuit 60' from one non-powered light pole, tested load and verified that the four lights could be added to the existing circuit.
- Suggested to customer to new 60' trench conduit and wire. Drawing attached for trench routing.

	TOTAL;	23,747.00
APPROVED BY: Western Placer Unified School District	SUBMITTED BY: Flint Builders Inc.	
SIGNED:	SIGNED: Digitally signed by DN: C=US, E=ckinsman@field Craig Kinsman O=Fint Builders, C	•
DATE:	DATE: DATE: DATE: DATE: Date: 2017.09.19	g Kinsman



Page 2 of 2

COR #: 46 DATE: 9/07/2017

Flint Builders Inc. 401 Derek Place Roseville, CA 95678

OWNER: Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648 CONTRACT: 1629. Lincoln HS New Classroom Building Addition and Modernization 600 Sixth Street, Suite 400 Lincoln, CA 95648

The prices below are valid until 09/14/2017.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	61	COR 46 Site Lighting Repair at Ampitheater Seating Area	23747.00

	TOTAL:	23,747.00
APPROVED BY: Western Placer Unified School District	SUBMITTED BY: Flint Builders Inc.	
SIGNED:	SIGNED:	
DATE:	DATE:	



1629. - Lincoln HS Addition and Modernization

Page 1 of 2

DATE: 9/19/2017

TITLE: COR 46 Site Lighting Repair at Ampitheater Seating Area

PCO#: 6

To: Michael Adell

Western Placer Unified School District

600 Sixth Street, Suite 400

Lincoln, CA 95648

Phone: 916.645.5100

Email: madell@wpusd.k12.ca.us

CC:

From: Craig Kinsman

Flint Builders Inc 401 Derek Place Roseville, CA 95678

Phone: 916.757.1000

Email: ckinsman@flintbuilders.com

DESCRIPTION OF PROPOSAL:

Existing site lighting conduit was partially poured into the existing slab at the ampitheater seating area. During site demolition the wires and conduit came out with the concrete. New pathway and wiring had to be installed back to the site lighting that was to remain. In addition the existing site lighting was on a separate circuit being fed from a completely separate lighting control panel in a separate building, it was discuss and decided to add the existing two site lights at the ampitheater area and the existing three light poles at the end of the fire lane, to the new lighting control panel at the new building. That way all the site lighting would be controlled at the same panel. After the site lighting was complete it was found that there were 4 existing lights that were found to not be functioning. The following is what occurred to diagnose the issue and correct it:

- The district notified Flint of a breaker tripping.
- Flint notified AEI.
- AEI responded and spent a significant amount of time trying to research the cause of the breaker tripping.
  - Day 1 & Day 2 (two electricians)
  - Tested circuitry
  - Tracked down circuitry within building and had district track down keys to various existing electrical equipment which took a fair amount of time.
  - Found fried mouse in lighting contactor
  - Re-tested circuitry
  - Issue was not resolved.
  - Continued to trace out and test circuitry
  - Identified one switch leg labeled #2 on lighting contactor as the cause of the short tripping the breaker
  - Disconnected switch leg #2 and left remaining switch legs on contactor
  - Turned circuit back on and circuit then held without tripping
  - Were unable to identify exact path of switch leg #2 beyond the contactor enclosure
  - Tested all site lighting and found that only four of the lights were no longer powered.
  - Located local site lighting circuit 60' from one non-powered light pole, tested load and verified that the four lights could be added to the existing circuit.
  - Suggested to customer to new 60' trench conduit and wire. Drawing attached for trench routing.



1629. - Lincoln HS Addition and Modernization

Page 2 of 2

DATE: 9/19/2017

TITLE: COR 46 Site Lighting Repair at Ampitheater Sealing Area

PCO#:

PCO Item	Quantity	UM	<b>Unit Price</b>	Amount
1 : Electrical	0.000	LS	0.00000	\$22,172.00
2 : OH&P	000.0	LS	0.00000	1,109.00
3 : Bonds & Insurance	0,000	LS	0.00000	466.00

Total: \$23,747.00

Submitted By:

Digitally signed by Croig Kinsman
DN: C=LIS,
Craig Kinsman Digitally signed by Croig Kinsman
DN: C=LIS,
Digitally signed by Croig Kinsman
Div: C=LIS,
Div: C=LIS

Date

Craig Kinsman

Flint Builders Inc

Approved By:

Michael Adell

Date



Page 1 of 1

COR #: 47 DATE: 9/12/2017

Flint Builders Inc. 401 Derek Place Roseville, CA 95678

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

Lincoln, CA 95648

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

Lincoln, CA 95648

### Replace existing concrete walk sections by Quad area

#### PROPOSED SCOPE OF WORK:

There are two sections of concrete walk that are now out of ADA tollerance due to the new sidewalk grades under the existing canopy. Per direction from the District they wanted these sections of concrete removed and replaced to match the new concrete walk elevations. As currenlty installed these are a tripping hazzard.

The prices below are valid until 09/19/2017.

			territoria de la tratación de la tratación de la contratación de la contratación de la contratación de la cont	
PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	80	Replace existing concrete walk sections by Quad area	\$3,142.00

	TOTAL:	3,142.00
APPROVED BY: Western Placer Unified School District	SUBMITTED BY: Flint Builders Inc.	
SIGNED:	SIGNED: DN: C=US,	by Craig Kinsman intbuilders.com,
DATE:	Craig Kinsman E=ckinsman@i 0=Flint Builders DATE:  Craig Kinsman Ci Manager, CN=C Manager, CN=C	, OU≂Sr. Project traig Kinsman



1629. - Lincoln HS Addition and Modernization

Page 1 of 1

DATE: 9/12/2017

TITLE: Replace existing concrete walk sections by Quad area

To: Michael Adell

Western Placer Unified School District

600 Sixth Street, Suite 400

Lincoln, CA 95648

Phone: 916,645,5100

Email: madell@wpusd.k12.ca.us From: Craig Kinsman

Flint Builders Inc 401 Derek Place

Roseville, CA 95678

Phone: 916.757.1000

Email: ckinsman@flintbuilders.com

CC:

#### **DESCRIPTION OF PROPOSAL:**

There are two sections of concrete walk that are now out of ADA tollerance due to the new sidewalk grades under the existing canopy. this is the cost to remove and replace these two sections

PCO Item	Quantity	UM	<b>Unit Price</b>	Amount
1 : Concrete	0.000	LS	0.00000	\$2,933.00
2 : OH&P	0.000	LS	0.00000	147.00
3 : Bonds & Insurance	0.000	LS	0.00000	62.00

Total: \$3,142.00

Submitted By:

Craig Kinsman Science Grand Manager.

ON-Craig Kinsman Science Grand Manager.
ON-Craig Manager.
ON-Craig Manager.
Dele: 2017.09.12 11:21:37-07:00

Flint Builders Inc

9/12/2017

Craig Kinsman

Date

Michael Adell

Approved By:

Western Placer Unified School District

Date



Page 1 of 1

COR#: 37 DATE: 9/06/2017

Flint Builders Inc. 401 Derek Place Roseville, CA 95678

OWNER: Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648 CONTRACT: 1629. Lincoln HS New Classroom Building Addition and Modernization 600 Sixth Street, Suite 400 Lincoln, CA 95648

### Add Clock Speakers in the offices

#### PROPOSED SCOPE OF WORK:

Owner requested to add a surface mount clock speaker in office 102 and ceiling mounted speakers in offices 101 and 103

The prices below are valid until 09/13/2017.

PCO TYPETYPE DESCRIPTIONPCOPCO DESCRIPTIONAMOUNTPCOPending Change Orders82COR 37 Add Clock Speakers in the offices\$5,348.00

	TOTAL:	5,348.00
APPROVED BY: Western Placer Unified School District	SUBMITTED BY: Flint Builders Inc.	
SIGNED:	SIGNED: Digitally signed by Craig ON: C=US, Craig Kinsman o=Fint Builders, OU=Sr	
DATE:	DATE: DATE: Date: 2017.09.06 10:13:	sman



1629. - Lincoln HS Addition and Modernization

Page 1 of 1

DATE: 9/06/2017

TITLE: COR 37 Add Clock Speakers in the offices

PCO#:

To: Michael Adell

Western Placer Unified School District

600 Sixth Street, Suite 400

Lincoln, CA 95648

Phone:

916.645.5100

Email: madell@wpusd.k12.ca.us From: Craig Kinsman .

Flint Builders Inc 401 Derek Place

Roseville, CA 95678

Phone: 916.757.1000

Email: ckinsman@flintbuilders.com

CC:

#### **DESCRIPTION OF PROPOSAL:**

Owner requested to add a surface mount clock speaker in office 102 and ceiling mounted speakers in offices 101 and 103

PCO Item	Quantity	UM	<b>Unit Price</b>	Amount
1 : Electrical / Low Voltage	0.000	LS	0.00000	\$4,993.00
2 : OH&P	0.000	LS	0.00000	250.00
3 : Bonds & Insurance	0.000	LS	0.0000	105.00

Total: \$5,348.00

Submitted By:

Ulqtuby signed by Casig Kintenan DN. C-U.S. Production and Color C

9/06/2017

Michael Adell

Date

Craig Kinsman Date Western Placer Unified School District Flint Builders Inc

Approved By:



Page 1 of 1

COR #: 43 DATE: 9/05/2017

Flint Builders Inc. 401 Derek Place Roseville, CA 95678

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

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

### Shift Existing Active Clock Speaker Pedistal

#### PROPOSED SCOPE OF WORK:

Per attached Civil Demolition plans sheet C1.04, there is an existing pedistal that is identified in the drawings to be removed note 14. Note 14 says, "Remove (E) Electrical/Communication structure. Verify service prior to removal. See Electrical plans for improvements." The Service was verified that this pedistal was still active and could not be demolished, the pedistal had to be shifted into the new planter area and out of the new concrete walk. In addition, I included the replacement of an existing electrical box that was damaged during the demolition of the sidewalk under the existing canopy, this box was not shown on any drawing nor was called out to be demolished. The box was cracked during the concrete demo. The lid was salvaged.

The prices below are valid until 09/12/2017.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	89	Shift Existing Active Clock Speaker Pedistal	\$4,676.00

	TOTAL:	4,676.00
APPROVED BY: Western Placer Unified School District	SUBMITTED BY: Flint Builders Inc.	
SIGNED:	SIGNED:	· · · · · · · · · · · · · · · · · · ·
DATE:	DATE:	



1629. - Lincoln HS Addition and Modernization

Page 1 of 1

DATE: 9/05/2017

TITLE: Shift Existing Active Clock Speaker Pedistal

PCO#: 89

To: Michael Adell

Western Placer Unified School District

600 Sixth Street, Suite 400

Lincoln, CA 95648

Phone: 916.645.5100

Email: madell@wpusd.k12.ca.us

From: Craig Kinsman

Flint Builders Inc 401 Derek Place Roseville, CA 95678

Phone: 916.757.1000

Email: ckinsman@flintbuilders.com

CC:

#### **DESCRIPTION OF PROPOSAL:**

Per attached Civil Demolition plans sheet C1.04, there is an existing pedistal that is identified in the drawings to be removed note 14. Note 14 says, "Remove (E) Electrical/Communication structure. Verify service prior to removal. See Electrical plans for improvements." The Service was verified that this pedistal was still active and could not be demolished. the pedistal had to be shifted into the new planter area and out of the new concrete walk. In addition, i included the replacement of an existing electrical box that was damaged during the demolition of the sidewalk under the existing canopy, this box was not shown on any drawing nor was called out to be demolished, the box was cracked during the concrete demo, the lid was salvaged.

PCO Item	Quantity	UM	Unit Price	Amount
1 : Shift Existing Active Clock Speaker	0.000	LS	0.00000	\$4,366.00
Pedistal				
2: OH&P	0.000	LS	0.00000	218.00
3 : Bonds & Insurance	0.000	LS	0.00000	92.00

Total: \$4,676.00

Submitted By:		Approved By:	
	9/05/2017		
Craig Kinsman Flint Builders Inc	Date	Michael Adell Western Placer Unified School District	Dale

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

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

#### DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Agreement between Dannis Woliver Kelley and

the Western Placer Unified School District

REQUESTED BY:

Gabe Simon, Ed.D.

Assistant Superintendent of Personnel Services

**AGENDA ITEM AREA:** 

Consent

**ENCLOSURES:** 

Agreement

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

N/A

**MEETING DATE:** 

October 3, 2017

**ROLL CALL REQUIRED:** 

No

#### **BACKGROUND:**

The Western Placer Unified School District and Dannis Woliver Kelley approve of this agreement. This agreement is for legal services and is an agreement for Professional Services.

#### RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreement between Western Placer Unified and Dannis Woliver Kelley.

#### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on September 11, 2017, by and between the Western Placer Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from September 11, 2017, through and including June 30, 2018, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

<u>CLIENT DUTIES.</u> District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred ten dollars (\$310) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred twenty-five dollars (\$225) per hour for associates; and one hundred twenty dollars (\$120) to one hundred forty dollars (\$140) per hour for paralegals and law clerks. The rate for Gregory J. Dannis will be three hundred fifty dollars (\$350) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter. District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Agreement for Professional Services DWK SF 887639v1 Page 1

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

**BILLING STATEMENT.** Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

<u>TERMINATION OF CONTRACT.</u> District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

WESTERN PLACER UNIFIED SCHOOL DISTRICT	
	9/11/17
Scott Leaman	Date
Superintendent	
DANNIS WOLIVER KELLEY	9/11/2017
Candace M. Bandolan	Date
Attorney at Law	
At its public meeting of	

Agreement for Professional Services
DWK SF 887639v1

Page 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:

Approval of Memorandum of Understanding between Cal State Teach

and the Western Placer Unified School District

REQUESTED BY: Gabe Simon, Ed.D.

Assistant Superintendent of Personnel Services

**AGENDA ITEM AREA:** 

Consent

**ENCLOSURES:** 

Agreement

DEPARTMENT:

Personnel.

FINANCIAL INPUT/SOURCE:

N/A

**MEETING DATE:** 

October 3, 2017

**ROLL CALL REQUIRED:** 

No

### **BACKGROUND:**

The Western Placer Unified School District and Cal State Teach approve of this agreement. This agreement is for the District to provide student teacher placements to university students at our school sites.

### RECOMMENDATION:

Administration recommends the Board of Trustees approve the memorandum of understanding between Cal State Teach and the Western Placer Unified School District.





### California State University's CalStateTEACH Program

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

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

### TERM OF THE AGREEMENT

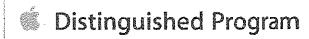
This Agreement shall remain in effect for a term of 3 years beginning August 31, 2017 and ending August 30, 2020, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

### DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

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

i





6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.

### UNIVERSITY RESPONSIBILITIES

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

### STUDENT TEACHER RESPONSIBILITIES

- 1. Provide the District with the following documentation:
  - a. a copy of the letter from the University assigning the student to the District.
  - b. a background check fingerprint clearance report.
  - c. a negative tuberculosis test result, and
- 2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
- 3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
- 4. Provide services to District pupils only under the direct supervision of District staff.
- 5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, Student Teachers shall use deidentified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.





### STATUS OF DISTRICT AND UNIVERSITY STUDENTS

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

### LIABILITY INSURANCE & WORKERS' COMPENSATION

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

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

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

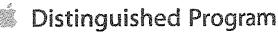
The University is permissibly self-insured through the State of California for automobile liability.

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

### NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from





any of the internship placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

### INDEMNIFICATION

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

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

### ADDITIONAL PROVISIONS

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





Signed this	date of	•
School District De	signee	
Dr. Nan Barker, R	egional Director	iversity

### 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:

AGENDA ITEM AREA:

Communication Campaign

Discussion

REQUESTED BY:

**ENCLOSURES:** 

Scott Leaman, Superintendent

DEPARTMENT:

FINANCIAL INPUT/SOURCE:

District Office

General Fund

MEETING DATE:

ROLL CALL REQUIRED:

October 3, 2017

### **BACKGROUND:**

Based on Board request, the superintendent and Angie Brown of Angieon Consulting have authored a campaign to share the unique aspects of our district and the special way we serve students. A presentation by Angie will outline the details.

### RECOMMENDATION:

Administration recommends providing input on the campaign.

### 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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- 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:

AGENDA ITEM AREA:

License Agreement for Grazing Mariner Ranch

Discussion/Action

REQUESTED BY:

**ENCLOSURES:** 

Scott Leaman, Superintendent

Yes

DEPARTMENT:

FINANCIAL INPUT/SOURCE:

Superintendent

General Fund

MEETING DATE:

ROLL CALL REQUIRED:

October 3, 2017

### **BACKGROUND:**

In 2016, the District attained ownership to the Rockwell/Mariner Ranch (Mariner Ranch) as mitigated land from CalTrans. Grazing is the prime method of maintaining mitigated land and has been used on the property for years. The district recently distributed a Request for Proposals for parties interested in using the land for grazing. The Request yielded three bids with a high bid of \$24,000.00.

### RECOMMENDATION:

Administration recommends the Board of Trustees ratify the license agreement with Susan Bess for \$24,000.00 per year for two years.

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of September 22, 2017, by and between the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a political subdivision of the state of California and an institution of post secondary education ("District") and Susan Bess ("Licensee"), for the use of certain real property owned by the District on the terms and conditions set forth herein.

### RECITALS

WHEREAS, the District holds a fee title to certain real property situated in Placer County, California, south of West Wise Road and west of North Dowd Road, identified as Assessor's Parcel Number 21-020-067 ("Premises"); and

WHEREAS, the Wildlife Heritage Foundation holds conservation easement for the management and preservation of the Premises; and

WHEREAS, the District is a party to a Mitigation Land Transfer Agreement for the Premises which includes a Preserve Management Plan ("PMP"); and

WHEREAS, the PMP governs the use of the Premises and contains detailed management prescriptions for the Premises, including a grazing prescription; and

WHEREAS, Licensee desires to use portions of the Premises as a grazing pasture including but not limited to, the right of ingress and egress to and from the Premises, subject to the terms and conditions hereof, for the purpose to pasture, manage and care for up to (117) of Cattle AU ("Grazing"); and

**WHEREAS,** Licensee will require, among other things, a right of entry onto the Premises to carry out the Grazing.

NOW, THEREFORE, THE DISTRICT AND LICENSEE HEREBY MUTUALLY AGREE AS FOLLOWS:

### ARTICLE I

### License

1.1 <u>Grant of License</u>. The District agrees to grant Licensee a revocable license ("License") to enter the Premises for the sole purpose of carrying out and conducting its Grazing. The rights granted to and the obligations imposed on Licensee shall extend to Licensee's officers, agents, employees, volunteers, and independent contractors.

- 1.2 <u>Physical Extent of Right to Enter</u>. The license created hereunder shall consist of the right for Licensee to enter and use certain portions of the Premises ("License Area") known as Mariner/Rockwell Ranch.
- 1.3 <u>Permitted Use/Licensee's Responsibilities</u>. Licensee shall use the Premises solely for the purpose of operating and conducting the Grazing, which includes its staff, equipment, supplies, services, and administration of the Grazing, and shall be responsible for all costs and services relating to said operations. Licensee shall be solely responsible for providing all equipment, fencing, maintenance, herd acquisition, medicine, implants, anthelmintic, herd salt, maintenance of fencing, maintenance of water system piping, and labor for installation of portable fencing for the Grazing. Licensee's use of the Premises shall be consistent with the permitted uses set forth in Exhibit "B" and the PMP attached hereto as Exhibit "C."
- 1.4 <u>Licensee Fee</u>. Licensee agrees to pay, and the District agrees to accept as a license fee ("Fee") for the use of the License Area of the Premises the sum of Twenty-four Thousand (\$24,000) per year for the term of the License. The Fee shall be due and payable in two equal installments due November 1, 2017 and June 1, 2017.

### 1.5 N/A

### 1.6 Terms, Termination and Revocation of the License.

- (a) This License shall commence on October 1, 2017 and continue in effect for a period of 21 months until June 15, 2019 subject to its earlier termination as provided herein. Licensee must provide written notice to the District no later than ninety (90) days prior to the end of such term of its intent to renew this License Agreement. After receiving such notice, the District, at its sole discretion, may renew this Agreement at an agreed upon price.
- (b) The right of entry granted Licensee hereunder shall operate from twenty-four (24) hours a day, seven (7) days a week for Licensee's conduct of its Grazing.
- (c) The License may be terminated by either party at any time for convenience. Any such termination shall become effective on the thirtieth (30<sup>th</sup>) calendar day following the date the terminating party gives written notice to the other party of the termination.
- (d) The License may be terminated by either party at any time with or without cause. "Cause" shall consist of a material breach of any provision of this Agreement and the failure of the breaching party to cure the breach within fifteen (15) calendar days of being notified of the breach. Such a termination shall become effective immediately upon the giving of written notice of the termination. If the District terminates the License for cause, then the District may bring an action to recover from Licensee any unpaid Fees and any other amount necessary to compensate the District for all detriment proximately caused by Licensee's failure to perform its obligations under this Agreement, including any lost funding due to Licensee's failure to use the Premises in accordance with this Agreement. The District may bring an action, in addition to or in lieu of this action, to reenter and regain possession of the License Area of the Premises in the manner provided by the laws of unlawful detainer of the State of California then

in effect.

- (e) Upon the effective date of termination of the License, Licensee and Licensee's agents, officers, employees, volunteers and independent contractors shall immediately vacate the Premises except to the extent required under Paragraph 1.7, Repair and Restoration. Upon termination, Licensee shall be responsible for the cost to the District for repair of damages to the License Area of the Premises caused by Licensee or by any other cause not the fault of the District within thirty (30) days of receipt of an invoice for the costs District incurred. Licensee shall be responsible for repair and restoration of the Premises.
- (f) The remedies given to the District in this Article shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this License Agreement.
- 1.7 Repair and Restoration. After completion of the license term, Licensee shall remove or cause to be removed any equipment and paraphernalia that had been placed on the Premises. If Licensee or its agents cause any damage to the Premises, or to any other portion of the Premises, to District's roads, infrastructure, or other property and improvements in connection with the exercise of this License, Licensee shall repair and restore the Premises and Property to their original condition prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination of this License, Licensee's Indemnity and Insurance obligations under this Agreement shall continue until repair and restoration is completed as provided herein. If Licensee fails, after requests by District to repair or restore improvements, or remove equipment as provided herein, Licensee shall, upon receipt of request, reimburse District for the cost of such removal, repair, or restoration that is necessitated by the District.

### 1.8 Liens and Claims.

Licensee shall neither take nor permit any action that would allow for a lien or (a) encumbrance to be placed upon the Premises. Licensee shall promptly pay in full for any equipment, medicine, implants, anthelmintic, and herd salt for the Grazing that Licensee shall cause to be delivered to the Premises and shall promptly pay in full all persons who perform labor on the Premises at Licensee's request. If any mechanics' or material men's liens or any other liens or claims for any work done or items furnished at Licensee's request are filed against the Premises, Licensee shall remove the liens and claims at Licensee's own expense. If Licensee fails to remove the liens or claims and any judgment is entered thereon or thereunder, Licensee shall pay that judgment. Should Licensee fail, neglect, or refuse to remove any liens or claim or to pay any judgment, the District shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims; and Licensee shall be liable to the District for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. The District may record, post and maintain upon the Premises a notice of non-responsibility.

(a) Licensee shall not encumber by any security instrument, all or a part of Licensee's interest under this License without the prior written consent of the District, and upon such terms and conditions as the District may require.

### ARTICLE II

### Restrictions and Conditions

- 2.1 <u>Program</u>. Licensee shall be responsible for the Grazing and all associated costs, shall ensure that the Grazing complies with all applicable laws, shall act in a professional manner and not permit nuisance or waste on the Premises, and shall not obstruct access to the Premises. The District, the Wildlife Heritage Founding, the California Department of Transportation, and government officials, if applicable, shall have the right to inspect the Grazing at any time. Licensee may place one (1) appropriate sign on the Premises; however, the District shall have the right, but not the obligation, to approve any signage in writing in advance of its placement on the Premises.
- Alterations, Additions, or Improvements. Licensee may not demolish, remove, replace, relocate, reconstruct, or modify or change the contour or grade of the Premises. No structures, improvements, alterations or other facilities may be constructed, erected, or made on, or within, the Premises by Licensee without the prior written consent of the District. All requests for an alteration, addition, or improvement to the License Areas or other area of the Premises must be submitted to the District with complete plans. When consent for an alteration, addition, or improvement to the Premises is granted, Licensee shall be responsible for obtaining any and all necessary permits required by statue, law, ordinance or regulation of any agency having legal jurisdiction there over. The cost of any alteration, addition or improvement shall be borne solely by Licensee, unless agreed otherwise in writing by the District. The District shall have no obligation to purchase improvements made to the License Area, or to any other portion of the Premises, by Licensee upon termination of this Agreement.
- (a) All alterations, additions, or improvements constructed or placed on the Premises by Licensee must be free and clear of any liens, claims or liability of any kind as a condition of Licensee maintaining the alteration, addition or improvement on the Premises.
- (b) Licensee shall at all times indemnify and hold the District harmless from all claims for labor or materials in connection with the construction, repair, alteration, or installation of any approved structure, improvement, or equipment on the License Area, or any other portion of the Premises, by Licensee, and shall defend the District against such claims, including indemnity for any and all attorneys fees and costs that may be incurred as a result thereof by the District.
- (c) The District retains the right to require Licensee, at Licensee's cost, to remove all alterations, additions, or improvements it has been responsible for installing anywhere on the Premises at the expiration or termination of this License.

- 2.3 <u>Compliance With Laws</u>. Licensee shall, at Licensee's own cost and expense, comply with all applicable statutes, ordinances, regulation, and requirements of all Governmental entities, both Federal, State and County or Municipal, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other Governmental authorization is required for the lawful use or occupancy of the Premises or any portion of the Premises, the Licensee shall procure and maintain it throughout the term of this License. Licensee shall indemnify, and hold The District free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Licensee's failure to comply with and perform the requirements of this Section.
- 2.4 <u>Compliance with PMP</u>. Licensee shall, at Licensee's own cost and expense, fully comply with the requirements and prescriptions of the PMP, attached hereto as Exhibit "C." Licensee shall indemnify, and hold The District free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Licensee's failure to comply with and perform the requirements of this Section.
- 2.4 <u>Fingerprinting</u>. Licensee and their agents, representatives, and employees shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code section 45125.1. Licensee's compliance with these requirements shall be done at no cost to District, including, but not limited to completing background checks and fingerprinting under procedures established by the California Department of Justice and the Federal Bureau of Investigation. The results of those background checks and fingerprints shall reveal that none of the Licensee's agents, representatives, and employee have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Licensee further agrees and acknowledges that if at any time during the Term of this Agreement Licensee learns or becomes aware of additional information, including additional personnel, which differs in any way from the standards set forth above, Licensee shall immediately notify the District and prohibit any new personnel from accessing the Premises until the fingerprinting and background check requirements have been satisfied and District determines whether any such access is permissible.

- 2.5 <u>Prohibited Uses</u>. Licensee shall not use or permit the License Area, or any portion of the Premises, to be improved, used or occupied in any manner or for any purpose that is in any way in violation of the PMP, any valid law, ordinance, or regulation of any Federal, State, County, or Local Government agency, body or entity.
- (a) <u>Alcohol</u>. The sale, serving, consumption, or possession of alcoholic beverages shall not be permitted on the Premises.
- (b) <u>Firearms</u>. The possession, transfer, sale or use of firearms, weapons, explosives or other improper materials is strictly prohibited on the Premises.
- 2.6 <u>Assessments, Fees, Charges, and Utilities</u>. During the term of this License, the District shall not provide water and electric, the cost of which shall be borne by the Licensee. Licensee shall be responsible for obtaining and paying for all utility services, including but not

limited to any costs associated with installing additional meters.

- (a) <u>Additional Assessments/Fees</u>. Licensee shall pay or cause to be paid, and hold the District free and harmless from all assessments, fees, and charges, related to the Grazing, except as otherwise set forth in this Agreement.
- (b) <u>Garbage Removal</u>. Licensee shall be responsible for the removal of garbage and rubbish from the License Area, or any portion of the Premises utilized by Licensee, during the term of this License, and shall pay or cause to be paid, and hold the District free and harmless from all assessments, fees, and charges for trash removal services.
- 2.7 <u>Condition of Premises</u>. District makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and shall not be liable for any latent or patent defect therein. This License shall be subject to any existing rights of others, including, but not limited to, easements and rights of way not otherwise condemned by the Licensee. Licensee acknowledges that all improvements on the Premises are the property of the District and shall not remove or alter any fixtures or trees without the District's express written permission.
- 2.7 <u>Repairs and Maintenance</u>. Licensee, at its cost, shall maintain the License Area in a condition consistent with the condition existing at the time of delivery of the License Area to Licensee acknowledges that the License Area is provided in an "as is" condition.
- (a) <u>Maintenance and Repairs</u>. Licensee shall be responsible for watering the turf and general maintenance and repairs consistent with the District's maintenance standards. Licensee shall make all necessary repairs to the Premises. Licensee shall not alter the License Area of any other portion of the Premises unless agreed to in writing by District. Licensee shall pay for any repairs to the License Area arising from any cause other than the District's fault, or Force Majeure, within (30) days of receipt of any invoice for the costs of the repairs. The District may retain any portion of, or all of, the security deposit tendered by Licensee as reimbursement for any repair for which Licensee is responsible.

### 2.8 Insurance.

### (a) Coverage Required.

Before the commencement of the License and during the term of the License, Licensee shall obtain and maintain insurance issued by insurers acceptable to the District covering Licensee's activities on the Premises, and otherwise, as follows:

(1) Farm liability insurance (contractual liability included) for bodily injury, personal injury and property damage and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If the policy contains a General Aggregate, then the liability limit must be not less than Two Million Dollars (\$2,000,000.00).

- (2) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident, and Fifty Thousand Dollars (\$50,000.00) property damage.
  - (4) Worker's Compensation as required by California law.

### (b) Insurance Provisions.

- (1) The policies described in Subsection (a) above shall: (i) name the District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by the District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days written notice shall be given to the District before the cancellation or reduction of coverage or amount of such policy.
- (2) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to the District prior to Licensee's entry onto the License Area pursuant to this Agreement. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to the District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to the District's approval by an insurer admitted and licensed in California to transact insurance coverage and issue policies.
- (3) The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair the District's rights under this Agreement, or negate Licensee's obligations under this Agreement.
- (4) Upon the District's request, a copy of the insurance policies described above shall be provided to the District.
- (c) Before the commencement of the Grazing, Licensee shall provide a certificate(s) of insurance and endorsements on forms acceptable to the District, for the period covered by the Agreement, with full Worker's Compensation Insurance coverage for no less than the statutory limits, and employer's liability insurance coverage for all persons whom it employs or may employ in carrying out the Grazing under this Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. If there are no employees accessing the property on behalf of the Licensee, this section is null and void.
- 2.9 <u>No Property Interest Created</u>. The License created by this Agreement does not create any interest for Licensee in the Premises or any property owned by the District, and is not coupled with any property interest or other interest. The License is personal to Licensee and is not assignable. The License does not inure to the benefit of any assignees, heirs or successors of Licensee.

- 2.10 <u>Safety</u>. Licensee shall be solely and completely responsible for conditions of the License Area of the Premises, including safety of all persons and property during times when Licensee, its agents, employees, volunteers and independent contractors access the Premises. The Licensee, its agents, employees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All materials, equipment, and supplies provided for the Grazing shall fully conform with all applicable State, local and Federal safety laws, rules, regulations, and orders.
- 2.11 <u>Licensee's Duty to Repair and Restore Premises</u>. If at any time during the term of this License, any improvements now or hereafter placed on the License Area, or any other portion of the Premises, are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of the District, this License shall continue in full force and effect and Licensee, at Licensee's own cost and expense, shall be responsible for the cost incurred to repair and restore the damaged improvements.
- 2.12 <u>Indemnity by Licensee</u>. Licensee shall indemnify and hold the District, its officers, agents, employees, members of its Board of Trustees and Board of Trustees and the property of the District, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Licensee's occupation and use of the License Area, or any other portion of the Premises, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:
- (a) The death or injury of any person, including Licensee or any person who is an employee, guest, invitee, or agent of Licensee, or by reason of the damages to or destruction of any property, including property owned by Licensee or by any person who is an employee or agent of Licensee, from any cause whatsoever as a direct result of operating the Grazing while that person or property is in, or about the License Area of the Premises or in any way connected with the License Area of the Premises or with any of the improvements or personal property on the License Area of the Premises;
- (b) The death or injury of any person, including Licensee or any person who is an employee or agent of Licensee, or by reason of the damage to or destruction of any property, including property owned by Licensee or any person who is an employee or agent of Licensee, caused or allegedly caused by either (1) the condition of the License Area of the Premises or improvements on the License Area of the Premises, or (2) some act or omission on the Premises of Licensee or any person in, on or about the Premises with the permission and consent of Licensee;
- (c) Any work performed on the License Area of the Premises or materials furnished to the Premises at the instance or request of Licensee or any person or entity acting for or on behalf of Licensee; and
- (d) Licensee's failure to perform or comply any provision of this License or to comply with any requirement of law or any requirement imposed on Licensee by any duly authorized agency or political subdivision.

- 2.13 Entry by the District. The District may enter the License Area of the Premises at any time, to determine whether Licensee is complying with this Agreement, and to inspect, maintain or repair any part of the Premises. Licensee waives any claim for damages for injury, inconvenience or interference with Licensee's business, or any loss of occupancy or quiet enjoyment, caused by such entry. The District shall have keys to unlock all fences on the Premises and the right to enter by any means necessary in an emergency. District will provide three (3) sets of keys to access the Premises to Licensee but in no event shall Licensee create or cause to be created any additional copies of such keys without the written consent of the District.
- 2.14 <u>Limitation of Liability</u>. No board member, officer, employee, representative, or agent of the District, shall be personally liable in any manner or to any extent under or in connection with this Agreement and Licensee, its successors and assigns hereby waives any and all claims of such personal liability.

### ARTICLE III

### General Terms and Provisions

- 3.1 <u>Entire Agreement</u>. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter dealt with in this Agreement and all understandings, oral or written, with respect to the subject matter of this Agreement are hereby superseded.
- 3.2 <u>Future Assurances</u>. Each party hereto shall cooperate and take such actions as may reasonably be required by the other party hereto in order to carry out the provisions of this Agreement and the transactions contemplated by this Agreement.
- 3.3 <u>Amendment of Agreement</u>. No modification of, deletion from, or additional this Agreement shall be effective unless made in writing and executed by both the District and Licensee.
- 3.4 <u>Waiver</u>. The failure by either party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- 3.5 Severability. In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect.
- 3.6 <u>Construction of Agreement</u>. The terms and provisions of this Agreement shall be liberally constructed to effectuate the purpose of this Agreement. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against either party under any rule of

construction, including the party primarily responsible for the drafting and preparation of this Agreement.

- 3.7 Governing Law and Venue. In the event of litigation, this Agreement shall be governed by and construed in accordance with the laws of the State of California, unless there is a conflict with a federal law or regulation which federal law or regulation shall then prevail. Venue shall be with the appropriate state of federal court located in Placer County.
- 3.8 Property Taxes. Notwithstanding anything contained herein to the contrary, Licensee's possession and use of the District's Premises under this License Agreement may be determined to create a "possessory interest" in said Premises in Licensee and Licensee may be subject to the assessment of property taxes based upon such a possessory interest. Licensee solely shall be responsible for the payment of any and all such property taxes levied on such interest, including any penalties and interest in connection therewith.
- 3.9 <u>Licensee's Rights to Assignment</u>. Licensee shall not have the right to assign this License or this Agreement or any interest in this License or Agreement, without the District's prior written consent.
- 3.10 <u>Licensees Right to Sublicense</u>. Licensee shall not have the right to sublicense all or any portion of the License Area of the Premises without the District's prior written consent. In the event that the District approves a sublicense, Licensee shall ensure that the sublicensee adheres to the terms of this Agreement. Under all such circumstances, Licensee shall retain all duties and obligations under this Agreement and may not assign them in any manner to the sublicensee.
- 3.11 <u>Default by Licensee</u>. The District shall hold the Licensee responsible for any damage that may be sustained because of failure or neglect to comply with any term or conditions listed herein. Licensee is an independent contractor, not an officer, employee or agent of the District.
- 3.12 <u>Headings</u>. The headings of this License are for purposes of reference only and shall not limit or define the meaning hereof.
- 3.12 <u>Notices</u>. Any notice required or desired to be given pursuant to this Agreement shall be in writing, duly addressed to the parties below. By written notice in conformance herewith, either party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given when so deposited certified or registered, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice sent by any other manner shall be effective only upon actual receipt thereof.

The District:

Western Placer Unified School District 600 Sixth Street

Lincoln, CA 95648

Licensee:

Susan Bess

STREET 5200 William Lane

Lincoln, CA 95948

### 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: AGENDA ITEM AREA:

California Cadet Corps Discussion

REQUESTED BY: ENCLOSURES:

Scott Leaman, Superintendent Yes

DEPARTMENT: FINANCIAL INPUT/SOURCE:

District Office General Fund

MEETING DATE: ROLL CALL REQUIRED:

October 3, 2017 No

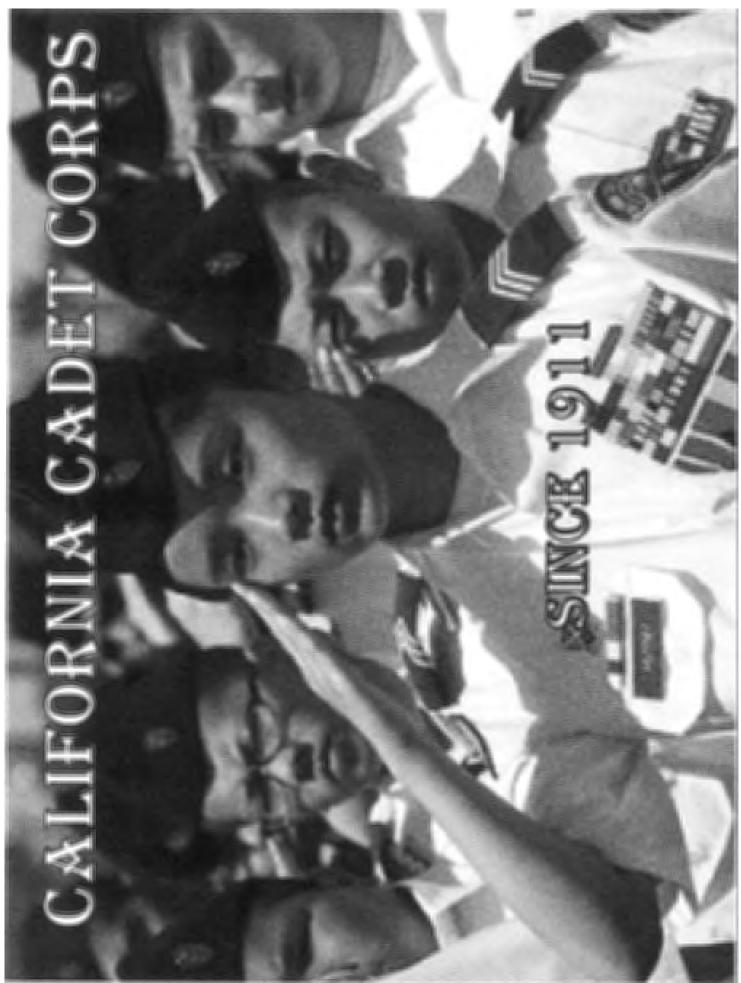
### **BACKGROUND:**

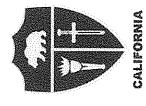
Lincoln High School had an active ROTC program in the past, but struggled to maintain the 100 student participant requirement when the school was much smaller. When the ROTC program closed at Lincoln High School, remaining cadets were welcome to participate in the Whitney program while attending Lincoln High School. This situation continued until a few years ago when Whitney required all students interested in the ROTC program to attend Whitney High School. We currently have students attending Whitney solely for the ROTC program, so there is clearly an unmet need at Lincoln High School. Due to budget cuts, there are no new ROTC programs being starting in the armed forces.

The administration feels the California Cadet Corps (CACC) is a great match for Lincoln High School. It has all the attributes of the ROTC but we can schedule the amount of periods offered based on student need. Unlike ROTC, the CACC offers a middle school program if we should choose to expand in the future.

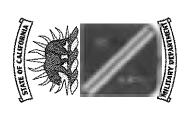
### RECOMMENDATION:

Administration recommends the Board discuss the options of starting a CACC program.





## Nission & Objectives



The MISSION of the California Cadet Corps (CACC) is to provide California schools and students with a quality educational and leadership development program that prepares students for success in college and the work force.

Six core OBJECTIVES of the California Cadet Corps:

To develop Leadership.

To engender Citizenship.

To encourage Patriotism.

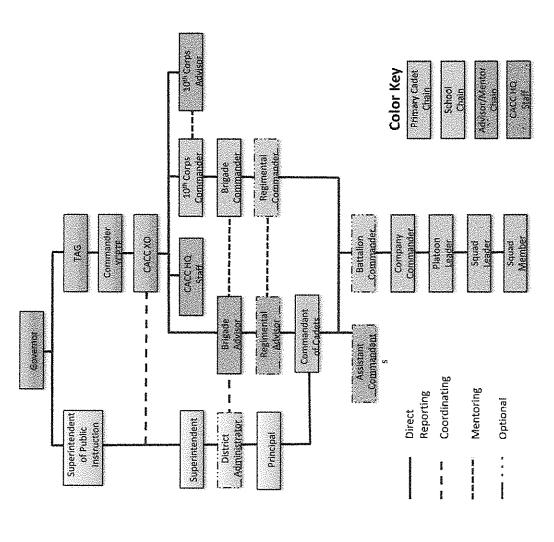
To foster Academic Excellence.

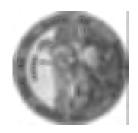
To promote Health, Fitness, and Wellness, To teach Basic Military Knowledge.



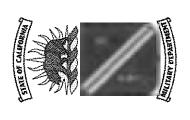
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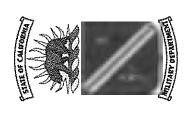
Source: CR 3-22, 28 MAR 2016



## Acts Solo to Lot



- Cadet Only Chain of Command
- State Level Command & Control through regional brigades
- Strategic Leadership
- Plan & Execute State Level Activities
- Form core of Staff for Summer Camp



## 4ets 2010 to 1



State Level Command & Control through regional brigades

Strategic Leadership

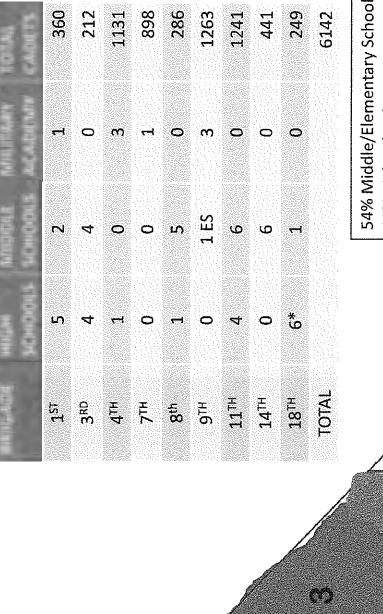
Plan & Execute State Level Activities

Form core of Staff for Summer Camp





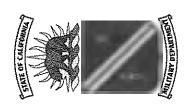
# 



54% Middle/Elementary Schoo 46% High School 66% Male - 44% Female 1.5% Cadet Officers 15% NCO 83% CFC & Below

HQ CACC &

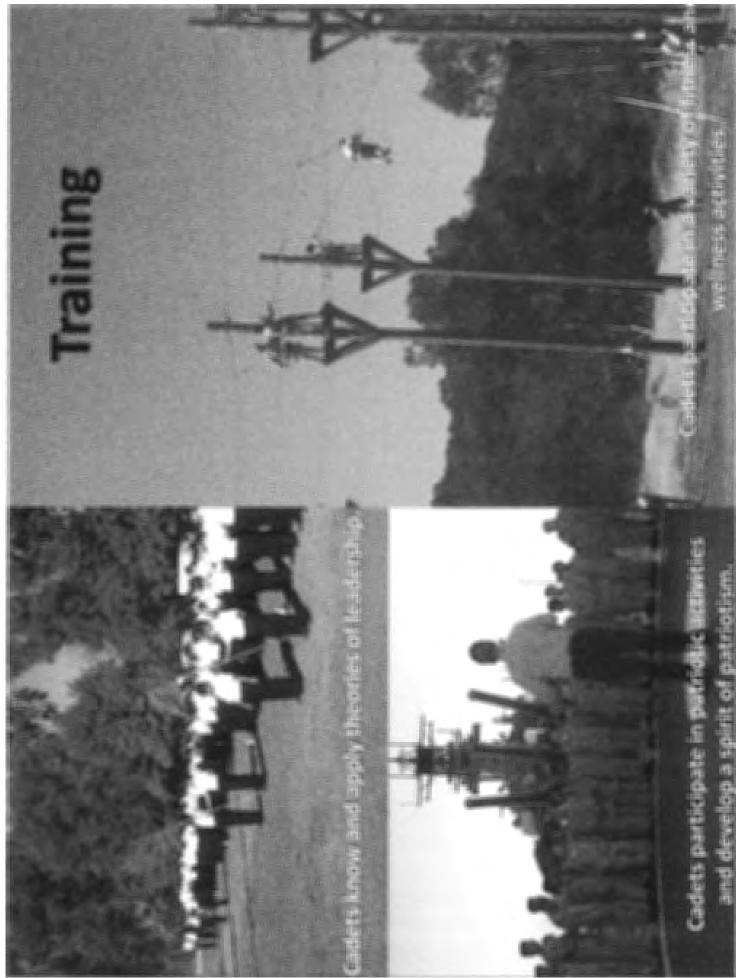
10th Corps



### State Activities

- CERT Training
- Xtreme Team Challenge
- Drill Competition
- Individual Major Awards
- Summer Camp

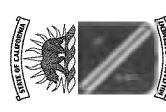








### Results



- 86% of California Cadet Corps graduates pursue higher education. About 3% join the U.S. Armed Forces.
- California Cadet Corps cadets attend school at a rate 3.8% higher than their non-cadet counterparts.
- Cadets experience serious disciplinary infractions significantly less often than their non-cadet counterparts.
- Cadets earn an average of 0.54 grade points higher than their non-cadet counterparts.
- Cadets score significantly higher on a nationally-normed assessment of leadership skills than students in grades 4-12 not enrolled in the Cadet program.
- Cadets outperform by eight percentile points their non-cadet counterparts on the Fitnessgram, the assessment of Fitness and Wellness administered by California schools.
- Cadets report significant gains in patriotic spirit, leadership development, and preparation for college and careers.

### 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:

AGENDA ITEM AREA:

Adoption of Revised/New

Action

Policies/Regulations/Exhibits

REQUESTED BY:

**ENCLOSURES:** 

Scott Leaman

Yes

Superintendent

**DEPARTMENT:** Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

**ROLL CALL REQUIRED:** 

October 3, 2017

No

### BACKGROUND:

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

- BP/AR 0000 Vision
- BP 0100 Philosophy
- E 0420.41 Charter School Oversight
- BP 2140 Evaluation of the Superintendent
- AR 4112.2 Certification
- BP/AR 4112.61/4212.61/4312.61 Employment References
- BP 7212 Mello-Roos Districts
- BB 9121 President
- BB 9220 Governing Board Elections
- BB 9230 Orientation
- BB 9400 Board Self-Evaluation

### RECOMMENDATION:

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

### MANUAL MAINTENANCE GUIDESHEET

### **July 2017** Page 1 of 2

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

### BP/AR 0000 - Vision

(BP revised; AR deleted)

Policy updated to address data sources for vision setting, set expectations that the district's vision will drive all board decisions and district operations, and align the process of reviewing the district's vision with the process for reviewing and updating the local control and accountability plan (LCAP). Regulation deleted and key concepts incorporated into the BP.

### BP 0100 - Philosophy

(BP revised)

Policy updated to strongly encourage boards to engage in thoughtful discussions and develop their own statements of district philosophy. Sample statements expanded to add items related to nondiscrimination, the influence of teachers and educational support staff on student achievement, the importance of professional development for staff and the board, the board's responsibility to engage in advocacy, and the link between financial stability and attainment of district goals.

### E 0420.41 - Charter School Oversight

(E revised)

Exhibit updated to add requirements for charter schools to (1) adopt a suicide prevention policy; (2) provide student athletes and their parents/guardians with information on sudden cardiac arrest, pursuant to NEW LAW (AB 1639, 2016); (3) submit verification of students' high school graduation to the Cal Grant program; (4) develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a bus, pursuant to NEW LAW (SB 1072, 2016); (5) comply with specified requirements if the charter school chooses to make an opioid antagonist available in order to provide emergency medical aid to persons suffering from an opioid overdose, pursuant to NEW LAW (AB 1748, 2016); and (6) post specified information on the school's web site related to the prohibition against discrimination under Title IX. Exhibit also reflects the repeal of state regulation containing the LCAP template.

### BP 2140 - Evaluation of the Superintendent

(BP revised)

Policy updated to provide that the responsibility for determining the criteria, schedule, method(s), and instrument(s) for superintendent evaluation rests with the board, although input may be sought from the superintendent. Updated policy clarifies that, although the evaluation may be discussed in closed session, the law does not permit discussion or action on any proposed change in compensation during closed session, with limited exceptions. Policy also reflects court decision holding that personal performance goals are not subject to disclosure to the public unless they are specifically stated in the employment contract.

### AR 4112.2 - Certification

(AR revised)

Regulation updated to (1) add verification of temporary certificates for employees whose credential applications are being processed by the Commission on Teacher Credentialing; (2) add section reflecting requirements for the Teaching Permit for Statutory Leave, as added by **NEW STATE REGULATIONS** (Register 2016, No. 34); and (3) add authorization for the holder of the Teaching Permit for Statutory Leave, Provisional Internship Permit, or Short-Term Staff Permit to provide substitute teaching services as specified.

### POLICY GUIDE SHEET July 2017 Page 2 of 2

### BP/AR 4112.61/4212.61/4312.61 - Employment References

(BP deleted; AR revised)

Policy deleted and key concepts incorporated into regulation. Regulation also updated to more directly reflect state law regarding the authority of employers to communicate certain information about current or former employees to prospective employers.

### BP 7212 - Mello-Roos Districts

(BP revised)

Policy updated to reflect **NEW LAW** (AB 1666, 2016) which requires an agency that has formed a community facilities district (CFD) to post specified financial reports on its web site. Policy also expanded to include additional requirements regarding the submission of a petition to form a CFD, timelines for proceedings to form a CFD, consistency with the district's debt management policy, attendance priority for students residing within the CFD, and procedures for levying special taxes or incurring bonded indebtedness.

### BB 9121 - President

(BB revised)

Bylaw updated to reorganize and revise the duties of the board president for consistency with information provided in CSBA's Board President's Workshop, and to add an optional component on providing training for the president to enhance his/her leadership skills.

### BB 9220 - Governing Board Elections

(BB revised)

Bylaw updated to reflect NEW LAW (SB 415, 2015) which, effective January 1, 2018, requires a district to move the date of its board election to be concurrent with a statewide election whenever holding an election on a nonconcurrent date has resulted in a significant decrease in voter turnout, as defined. Bylaw encourages districts to review recent voter turnout and, if necessary, adopt a plan before the January 1, 2018 deadline in order to delay consolidation until November 8, 2022. Bylaw also reflects NEW LAWS which require public hearings before and after drawing maps of proposed trustee areas (AB 350, 2016), authorize districts to permit board candidates to submit candidate statements for electronic distribution (AB 2010, 2016), allow districts to establish a dedicated fund to make public funds available to persons seeking elective office under specified conditions (SB 1107, 2016), and require prospective plaintiffs who allege that the election method violates the California Voting Rights Act to notify the district before filing a complaint (AB 350, 2016).

### BB 9230 - Orientation

(BB revised)

Bylaw updated to delete section on "Board Candidate Orientation" and move that material to BB 9220 - Governing Board Elections. Bylaw also clarifies that an orientation meeting must be conducted in open session if a majority of the members of the board will be discussing district business, provides examples of topics and materials to be addressed in the orientation, and provides information about CSBA trainings for new and first-term board members.

### BB 9400 - Board Self-Evaluation

(BB revised)

Bylaw updated for consistency with CSBA's online board self-evaluation tool and facilitator services. Bylaw also links board self-evaluation to the identification of strategies for strengthening board performance, including board trainings.

### VISION

The Governing Board believes that a clearly stated purpose and direction for the district provide the foundation for continuous improvement and accountability. The Board shall adopt a long-range vision for district programs and activities that focuses on the achievement and well-being of all students and reflects the importance of preparing students for the future academically, professionally, and personally. The vision shall recognize the unique role of students, parents/guardians, staff, and community partners in contributing to a high-quality education for all students. The district's vision may be incorporated into its mission or purpose statement, philosophy or motto, long-term goals, short-term objectives, and comprehensive plans such as the local control and accountability plan (LCAP).

In order to provide a clear focus for district programs, activities and operations, the Board of Trustees shall adopt a long-range vision that sets direction for the district which is focused on student learning and describes what the Board wants its schools to achieve. This vision may be incorporated in various documents, including the district's mission or purpose statement, philosophy, long-term goals, short-term objectives and/or comprehensive plans.

```
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 9000 - Role of the Board)
```

The Superintendent or designee shall recommend an appropriate process, with clearly defined procedures, timelines, and responsibilities, for establishing, and/or reviewing, and updating the district's vision statements. which is inclusive of parents/guardians, students, staff and community members. This process shall include a review of relevant district documents and data including, but not limited to, information about student demographics, student achievement, current programs, and emerging educational issues. The process shall incorporate an analysis and identification of district strengths and areas in which growth is needed. Input shall be solicited from parents/guardians, students, staff, and community members through methods such as surveys, focus groups, advisory committees, and/or public meetings and forums.

```
(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 6020 - Parent Involvement)
```

The Board shall review the district's vision statements annually, in conjunction with the update to the LCAP, to ensure consistency among all documents that set direction for the district. at least every three years or whenever a new Board member or Superintendent joins the district. Following these reviews the Board may revise or reaffirm the direction it has established for the district.

BP 0000(b)

### VISION (continued)

The Superintendent or designee shall communicate the district's vision to staff, parents/guardians and the community. and shall regularly report to the Board regarding district progress toward the vision.

```
(cf. 0500 - Accountability)
(cf. 1113 - District and School Web Sites)
(cf. 1100 - Communication with the Public)
```

Board decisions regarding curriculum, policies, the budget, collective bargaining agreements, and other district operations shall be aligned with the district's vision. In addition, the Superintendent or designee shall ensure that staff's implementation of district programs and activities supports attainment of the district's vision.

The Superintendent or designee shall regularly report to the Board regarding district progress toward the vision.

(cf. 0500 - Accountability)

Legal Reference.

**EDUCATION CODE** 

52060-52077 Local control and accountability plan

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Leadership: Vision, 1996

The School Board Role in Creating the Conditions for Student Achievement: A Review of the Research, May 2017

Governing to Achieve: A Synthesis of Research on School Governance to Support Student Achievement, August 7, 2014

<u>Defining Governance, Issue 4: Governance Decisions,</u> Governance Brief, June 2014 <u>Defining Governance, Issue 3: Governance Practices,</u> Governance Brief, April 2014 <u>WEB SITES</u>

CSBA: http://www.csba.org

revised: October 3, 2017

Policy WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007 Lincoln, California

#### VISION

The Superintendent or designee shall establish a process for developing and regularly reviewing the district's vision and direction which includes:

- 1. Clearly defined procedures, timelines and responsibilities
- 2. Identification of the strengths and needs of the district
- 3. Input from parents/guardians, students, staff and community members through procedures which may include surveys, focus groups, advisory committees and/or public meetings and forums

```
(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 6020 - Parent Involvement)
```

4. Board adoption of district vision statements at a public meeting

As part of this process, the Superintendent or designee shall provide the Board of Trustees with relevant district documents and data, including current district mission and vision statements, if any, and information about student demographics, student achievement, student enrollment patterns, current programs and recent program cuts, staffing and professional development needs, budget trends, facilities, technology and emerging educational issues.

```
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
```



WESTERN PLACER UNIFIED SCHOOL DISTRICT

approved: September 4, 2007

#### **PHILOSOPHY**

As part of its responsibility In order to establish and support a guiding vision for the district, the Board of Trustees shall develop, articulate, and regularly review an overarching set of fundamental principles which describes the district's core beliefs, values, or and tenets. The Board and district staff shall incorporate this philosophy these principles into all district programs and activities.

```
(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 9000 - Role of the Board)
```

It is the philosophy of the district that:

- 1. All students can learn and succeed.
- 2. Every student should have an opportunity to receive a quality education in the district, regardless of his/her gender, special needs, or social, cultural, ethnic, language or economic background. has a right to a high-quality education that challenges the student to achieve to his/her fullest potential.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

- 3. Every student in the district has a right to be free from discrimination, harassment, intimidation, and bullying, as prohibited by law or district policy.
- 34. The future of our nation and community depends on students possessing the skills to be lifelong learners, collaborative and creative problem solvers, and effective, contributing members of a global and technologically advanced society.
- 5. Highly skilled and dedicated teachers and educational support staff have the capacity to guide students toward individual achievement and growth, and have a direct and powerful influence on student learning and life experiences.
- 46. A safe, nurturing environment and positive school climate are is necessary for learning, academic achievement, and student development.

```
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
```

57. Parents/guardians have a right and an obligation to participate in their child's schooling education and to be involved in the intellectual, physical, emotional, and social development and well-being of their child.

```
(cf. 6020 - Parent Involvement)
```

## PHILOSOPHY (continued)

- 68. The needs of the whole child must be addressed, as 7the ability of children to learn is affected by social, health and economic conditions and other factors outside the classroom.
- 79. Early identification of student learning and behavioral difficulties and timely and appropriate support and intervention contribute to student success.
- 810. Students and staff are encouraged and motivated by respond positively to high expectations and recognition for their accomplishments.
- 911. Continuous sSchool improvement is dynamic process requiring flexibility and innovation necessary to meet the needs of students in a changing economy and society world.
- 12. Professional development for the Board and district staff is essential for the growth and success of the district and its students.

```
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 9240 - Board Training)
```

- 130. The diversity of the student body population and school staff enriches the learning experience, promotes cultural awareness and acceptance, and services as a model for citizenship in a global society. all students.
- 11. A highly skilled and dedicated staff has a direct and powerful influence on students' lives and learning.
- 14. A common set of norms and protocols is crucial to effective governance.
- 152. A high-level of eCommunication, trust, respect, collaboration, and teamwork strengthen the relationship among Board members and the Superintendent, and contributes to the effective of the governance team. decision making.
- 163. The community provides an essential resource to the educational and district are inextricably connected partners, wherein the community's engagement in issues that impact the schools enhances the district's programs and student learning.

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(cf. 1000 - Concepts and Rules)
```

174. Effective Two-way communication with all stakeholders is essential for establishing continuity, helps build support, and shared goals for the schools both within the district and with the surrounding community.

### PHILOSOPHY (continued)

- 15. Accountability for the district's programs and operations is shared by the entire educational community, with the ultimate accountability resting with the Board as the basic embodiment of representative government.
- 18. The Board has a responsibility to advocate on behalf all students, keep current on legislative issues affecting education, and build positive relationships with local, state, and federal representatives.
- 19. A fiscally sound budget which is reflective of the district's vision is imperative to the financial stability of the district and to the attainment of its goals.
- 20. Responsibility for district programs and operations is shared by the entire educational community, with ultimate accountability resting with the Board as the basic embodiment of representative government.

### Legal Reference:

EDUCATION CODE

51002 Local development of programs based on stated philosophy and goals

51019 Definition of philosophy

51100-51101 Parental involvement

### Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Leadership: Vision, 1996

The School Board Role in Creating the Conditions for Student Achievement: A Review of the

Research, May 2017

Governing to Achieve: A Synthesis of Research on School Governance to Support Student

Achievement, August 7, 2014

<u>Defining Governance, Issue 2: Governing Commitments,</u> Governance Brief, February 2014

**WEB SITES** 

CSBA: http://www.csba.org

National School Climate Center: http://schoolclimate.org

Policy

WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007 revised: October 3, 2017

# CHARTER SCHOOL OVERSIGHT

# REQUIREMENTS FOR CHARTER SCHOOLS

Charter schools shall be subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements that are expressly applicable to charter schools, including, but not limited to, requirements that each charter school:

- 1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
- 2. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
- 3. Not charge tuition (Education Code 47605)
- 4. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools
- 5. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)
- 6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)
- 7. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)
- 8. Admit all students who wish to attend the school, according to the following criteria and procedures:
  - a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

However, if a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary

- school and for students who reside in the public school attendance area. (Education Code 47605.3)
- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance, except for existing students of the charter school, shall be determined by a public random drawing. However, preference shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)
- c. Other admissions preferences may be permitted by the chartering district on an individual school basis as consistent with law. (Education Code 47605)
- 9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)
- 10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
- 11. If the school offers a kindergarten program: (Education Code 48000)
  - a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2
  - b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020
- 12. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)
- 13. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on their behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)
- 14. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity who will have contact with students has had a criminal background check (Education Code 44830.1, 45122.1, 45125.1)

- 15. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)
- 16. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
- 17. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
- 18. If the school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components (Education Code 215)
- 198. If the school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy, with specified components (Education Code 51224.7) applicable, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds (20 USC 6319)
- 2019. Meet all statewide standards and conduct any statewide standards or assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605, 60850-60859)
- 210. Until July 31, 2018, grant a high school diploma to any student who completed grade 12 in the 2003-04 school year or a subsequent school year and who has met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 60851.6)
- 221. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 46201.2, 47612.5)
- 232. If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
- 243. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

- 254. If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)
- 265. If the school offers an athletic program, annually provide an information sheet about concussions/head injuries and sudden cardiac arrest and head injury to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition.
  - In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to return to the activity. (Education Code 49475)
- 276. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)
- 287. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)
- 298. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)
- 3029. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)
- 310. If the school serves high school students, Electronically submit to the grade point average of all students in grade 12 to the Student Aid Commission, each academic year for use in the Cal Grant program, the grade point average (GPA) of all after notifying the students who graduated in the prior academic year and their parents/guardians as applicable, by October 15 of each year, of the opportunity to opt out of being deemed a Cal Grant applicant within a specified period of time of at least 30 days However, such information shall not be submitted when students opt

- out or are permitted by the rules of the Student Aide Commission to provide test scores in lieu of the GPA. (Education Code 69432.9)
- 32. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus (Education Code 39831.3)
- 334. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
  - a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
  - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
- 342. Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding (Education Code 222)
- 353. Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)
  - a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device
  - b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
  - c. Providing defense and indemnification to volunteers for any and all civil liability from such administration
- 36. If the school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

- 374. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)
- 385. Annually prepare and submit financial reports to the Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:
  - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement, (Education Code 47604.33)
  - b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan template in 5 CCR 15497.5. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5; 5 CCR 15497.5)

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)

- c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
- d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)

- f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the California Department of Education. (Education Code 47605
- 39. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code 221.61)
- 4036. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)
- **4137**. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article XVI, Section 8.5)

In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.

Exhibit

WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: December 17, 2013 revised: January 19, 2016 revised: November 15, 2016 revised: October 3, 2017

Administration BP 2140(a)

# **EVALUATION OF THE SUPERINTENDENT**

The Governing Board recognizes its responsivity to establish an evaluation system that enables a fair assessment of the Superintendent's effectiveness in leading that, in order to effectively fulfill its responsibilities for setting direction, ensuring accountability, and providing community leadership for the district, it must adopt measures for holding the Superintendent accountable. At a minimum, the Board of Trustees shall annually conduct a formal evaluation of the Superintendent's performance to assess his/her effectiveness in leading the district toward established goals, serves to support his/her continued growth in leadership and management skills, and provides a basis for Board decisions regarding contract extension and compensation. The Board shall annually conduct a formal evaluation on the Superintendent's performance and may provide additional In addition, the evaluation process may include opportunities during throughout the year for review of the Superintendent's progress toward meeting the established goals. The evaluation shall be in accordance with the previsions of the Superintendent's contract and any applicable Board policy.

```
(cf. 0000 - Vision)
(cf. 0220 - Goals for the School District)
(cf. 0500 - Accountability)
(cf. 2121 - Superintendent's Contract)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
```

The Board shall determine, with the Superintendent's input, the criteria, schedule, method(s), and instrument(s) to be used for the Superintendent's evaluation. Evaluation criteria shall be agreed upon by the Board and Superintendent prior to the evaluation and shall include, but not be limited to, district goals and success indicators; educational, management, and community leadership skills; and the Superintendent's professional relationship with the Board.

```
(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 2111 - Superintendent Governance Standards)
```

The Board and Superintendent shall jointly determine evaluation method(s) and schedule that will best serve the district and structure and format of the instrument to be used.

Prior to the evaluation, the Superintendent shall provide to the Board for its review a report of progress toward district goals, the Superintendent's self-appraisal of accomplishments and performance, and a statement of actions taken to address any Board recommendations from the previous evaluation.

Each Board member shall independently evaluate the Superintendent's performance. Bhased on these individual upon evaluations criteria, after which the Board president shall produce a single document that integrates the individual evaluations and represents the consensus of the Board. determine who will summarize and combine the individual evaluations to create a consensus document and how that consensus document will be formatted. The evaluation shall

# **EVALUATION OF THE SUPERINTENDENT** (continued)

be a composite of individual Board members' opinions, but there shall be only one final evaluation representing the Board's collective judgment. This final evaluation shall be provided to the Superintendent for his/her response.

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(cf. 9121 - President)
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The evaluation shall provide commendations in areas of strength and achievement, provide recommendations for improving effectiveness in **any** areas of **need**, concern, **or** and unsatisfactory performance. and serve as a basis for making decisions about salary increase and/or contract extension.

The Board shall meet in closed session with the Superintendent to discuss the evaluation. (Government Code 54957)

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(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)
```

At this meeting, the Superintendent shall have an opportunity to ask questions, respond verbally and in writing to the evaluation, and present additional information regarding his/her performance or district progress.

The discussion shall include the establishment of performance goals for the next year and may identify professional development opportunities for the Superintendent and/or the entire governance team to address areas of concern, strengthen the relationship between the Superintendent and Board, or enhance the Superintendent's knowledge of current educational issues and leadership and management skills.

```
(cf. 9240 - Board Training)
(cf. 9400 - Board Self-Evaluation)
```

After the Board and Superintendent have discussed the evaluation, the Board president and the Superintendent shall sign the evaluation and it shall be placed the evaluation in the Superintendent's personnel file. The evaluation, including personal performance goals, shall be confidential to the extent permitted by law.

```
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
```

At the open session after the Superintendent's evaluation or at a subsequent meeting, the Board and Superintendent shall jointly identify performance goals for the next year.

```
(cf. 9400 - Board Self-Evaluation)
```

# EVALUATION OF THE SUPERINTENDENT (continued)

# Legal Reference:

GOVERNMENT CODE

53262 Employment contracts, superintendent 54957 Closed session, personnel matters

**COURT DECISIONS** 

Duval v. Board of Trustees, (2001) 93 Cal. App. 4th 902

### Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Superintendent Evaluation, 2004

**WEB SITES** 

CSBA, http://www.csba.org/sds

Association of California School Administrators: http://www.acsa.org

Policy

WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007 revised: September 16, 2014

revised: October 3, 2017

Certificated Personnel AR 4112.2(a)

### CERTIFICATION

#### Verification of Credentials

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

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(cf. 4112.21 – Interns)
(cf. 4112.22 - Staff Teaching English Language Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 5148 - Child Care and Development)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)
```

The Superintendent or designee shall verify that any person who is employed by the district while his/her application for certification is being processed by the CTC possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

```
(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
```

#### **Basic Skills Proficiency**

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if he/she has not yet been afforded the opportunity to take the test, provided that he/she takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of his/her test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by the CTC unless he/she has completed a basic skills proficiency test in another state or is otherwise exempted by law.

The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

An out-of-state prepared teacher applying to the CTC for a one-year nonrenewable eredential pending completion of the CBEST requirement shall pass the district's basic skills proficiency test which is at least equivalent to the district test required for high school graduation. (Education Code 44252, 44274.2)

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(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.2 - Certificate of Proficiency)
(cf. 6162.5 - High School Exit Examination)
```

A person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass the a district proficiency test in lieu of meeting the state basic skills proficiency requirement. the CBEST. (Education Code 44252, 44830)

The district shall may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

#### **Short-Term Staff Permit**

The district may request that the CTC issue a short-term staff permit (STSP) to an a qualified applicant who meets the qualifications specified in 5 CCR 80021 whenever there is a need to immediately fill a classroom based on unforeseen circumstances, an acute staffing need, including, but not limited to, the following circumstances: (5 CCR 80021)

- 1. Enrollment adjustments require the addition of another teacher.
- 2. Inability of the teacher of record to finish the school year due to approved leave or illness.
- 3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved internship program.
- 4. Inability of the applicant to enroll in an approved intern program due to timelines or lack of space in the program.

5. Unavailability of a third-year extension of an intern program or the applicant's withdrawn from an intern program.

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee district shall submit to the CTC: (5 CCR 80021)

- 1. Verification that it has conducted a local recruitment for the permit being requested
- 2. Verification that it has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit

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(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)
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3. Written justification for the permit signed by the Superintendent or designee

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

# **Provisional Internship Permit**

Before requesting that the CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not be limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

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(cf. 4111/4211/4311 - Recruitment and Selection)
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Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that the CTC issue a provisional internship permit to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless

exempted by state law or regulations, and has satisfied the coursework/experience specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

- 1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.
- 2. Orientation, guidance, and assistance will be provided to the permit holder as specified in 5 CCR 80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience.

- 3. The district will assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.
- 4. The district will assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.
- 5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at a public Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that he/she will be teaching, and that the applicant will be employed on the basis of a provisional internship permit (PIP). The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an internship program.

The holders of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR, 80021.1)

# Teaching Permit for Statutory Leave

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that the CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to the CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

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(cf. 4161.1 - Personal Illness and Injury Leave)
(cf. 4161.11 - Industrial Accident/Illness Leave)
(cf. 4161.8 - Family Care and Medical Leave)
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A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)

The district shall verify to the CTC that it will provide the interim teacher: (5 CCR 80022)

- 1. An orientation to the assignment before or during the first month of service in the statutory leave assignment
- 2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment
- 3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022. He/she shall annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)

(cf. 4113 - Assignment)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with items #2-3 above. (5 CCR 80022)

# **Long-Term Emergency Permits**

As necessary, the Superintendent or designee may request that the CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit, or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation to teaching which shall, to the extent reasonably feasible, occur before he/she begins a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

(cf. 4117.14/4317.14 - Postretirement Employment)

# **Emergency** Substitute Teaching Permits

For day to day substitute teaching at any grade level, The district may employ a person whose credential or with an emergency substitute permit authorizes substitute teaching services provided that: issued by the CTC with the following restrictions:

- 1. A person holding an emergency 30-day substitute teaching permit, STSP, PIP, TPSL, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the California Basic Educational Skills Test, shall not serve as a substitute for more than 30 days for any one teacher during the school year. He/she shall not serve as a substitute in a special education elassroom for more than 20 days for any one teacher during the school year. A person holding an emergency 30-day substitute permit, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year. He/she shall not serve as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)
- 2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
- 3. A person with an emergency substitute permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
- 4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

Before employing person with an emergency substitute permit pursuant to item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

Regulation

#### WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

approved: September 4, 2007

revised: February 1, 2011 revised: August 18, 2015 revised: October 3, 2017 The Superintendent or designee shall be responsible for processing requests for employment references, letters of recommendation, or information about the reasons for separation regarding all district employees other than himself/herself. All letters of recommendation to be issued on behalf of the district for current or former employees shall be approved by the Superintendent or designee. At his/her discretion, the Superintendent or designee may refuse to give a recommendation.

The Superintendent or designee may communicate information about the job performance or qualifications of a current or former district employee when such information is based upon credible evidence and is given to a prospective employer without malice and at the prospective employer's request. (Civil Code 47)

Any reference, letter of recommendation, or information provided about the reasons for separation issued on behalf of the district shall provide a truthful and accurate account of the employee's job performance and qualifications.

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(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4117.5/4217.5/4317.5 - Termination Agreements)
```

No certificated employee shall write or sign any letter or memorandum which intentionally omits significant facts, or which states as facts matters which the writer does not know of his/her own knowledge to be true, relating to the professional qualifications or personal fitness to perform certificated services of any person who the writer knows will use the letter or memorandum to obtain professional employment. (5 CCR, Section 80332)

No certificated employee shall agree to provide a positive letter of recommendation which misrepresents facts as a condition of another employee's resigning or withdrawing action against the district. (5 CCR, Section 80332)

Legal Reference:

LABOR CODE 1050-1054 Reen

1050-1054 Reemployment privileges

CIVIL CODE

47 Privileged communication

CODE OF CIVIL PROCEDURE

527.3 Labor disputes

CODE OF REGULATIONS, TITLE 5

80332 Professional candor and honesty in letters or memoranda of employment recommendation

COURT DECISIONS

Randi W. v. Muroc Joint Unified School District et al., (1997) 14 Cal. 4th 1066

Regulation

WESTERN PLACER UNIFIED SCHOOL DISTRICT

approved: September 4, 2007 revised: October 3, 2017

 All Personnel
 BP 4112.61

 4212.61
 4212.61

 EMPLOYMENT REFERENCES
 4312.61

The Superintendent or designee shall process all requests for references, letters of recommendation, or information about the reasons for separation regarding all district employees other than himself/herself. All letters of recommendation to be issued on behalf of the district for current or former employees must be approved by the Superintendent or designee.

At his/her discretion, the Superintendent or designee may refuse to give a recommendation. Any recommendation he/she gives shall provide a careful, truthful and complete account of the employee's job performance and qualifications.

(cf. 4112.6/4212.6/4312.6 - Personnel Files) (cf. 4117.5/4217.5/4317.5 - Termination Agreements)

### Legal Reference:

LABOR CODE
1050-1054 Reemployment privileges
CIVIL CODE
47 Privileged communication
CODE OF CIVIL PROCEDURE
527.3 Labor disputes
CODE OF REGULATIONS, TITLE 5

80332 Professional candor and honesty in letters or memoranda of employment recommendation COURT DECISIONS

Randi W. v. Muroc Joint Unified School District et al., (1997) 14 Cal. 4th 1066

Policy

adopted: September 4, 2007

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Facilities BP 7212(a)

### **MELLO ROOS DISTRICTS**

The Board of Trustees desires to provide adequate facilities in order to enhance student learning and to help the district achieve its vision for educating district students. To that end, the Board may order the formation of a community facilities/Mello-Roos district for the acquisition or improvement of school facilities when, in the Board's judgement, it is advisable and in the best interest of district students and community.

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(cf. 3470 – Debt Issuance and Management)
(cf. 7110 – Facilities Master Plan)
Cf. 7111 – Evaluation Existing Buildings)
(cf. 7210 – Facilities Financing)
(cf. 7211 – Developer Fees)
(cf. 7213 – School Facilities Improvement Districts)
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Proceedings to establish a CFD may be instituted at the Board's discretion. In addition, such proceedings shall be instituted when a written request to establish a CFE has been filed by any two Board members, or a petition has been submitted by at least 10 percent of registered voters residing within the territory of the proposed CFD or by the owners of a least 10 percent of the area of land to be included within the proposed CFD. (Government Code 53318)

Prior to forming a community facilities district, the board shall consider and adopt local goals and policies that include the following elements: (Government code 53312.7)

- 1. The priority that various facilities shall have for financing through the community facilities district, including public facilities to be owned and operated by other public agencies and services to be provided by other public agencies
- 2. The credit quality to be required of bond issues and criteria to be used in evaluating the credit quality
- 3. Steps by which prospective property purchasers will be fully informed about their related taxpaying obligations
- 4. Criteria for evaluating the equity of tax allocation formulas, including desirable and maximum amounts of special tax to be levied against any parcel
- 5. Definitions, standards and assumptions to be used in appraisals required by Government Code 53345.8
- 6. To the extent authorized by law, priority for students residing within the CFD to attend schools financed in whole or in part by the CFD, in a manner that reflects the proportion of each school's financing provided through the CFD

(cf. 5116 - School Attendance Boundaries)

# MELLO-ROOS DISTRICTS (continued)

Within 45 days of receiving a written request or petition to establish a CFD, the Board shall determine a fee to be paid by the requesters or petitioners which shall be sufficient to compensate the district for the costs incurred in conducting proceedings to create the CFD. Proceedings for establishing the CFD shall only be initiated after payment of the fee. (Government Code 53318)

The Board may initiate the proceedings to establish a community facilities district. In addition, the Board shall initiate such proceedings when any two Board members have filed a written request or a specified percentage of voters or landowners have filed a petition requesting such a district be formed. (Government Code 53317)

Upon Board action to form a community facilities district, or within 90 days after the or receipt of a petition or request to form a CFD and the payment of any applicable fee, the Board shall adopt a resolution of intention and conduct a hearing in accordance with law. The resolution shall fix the time and place for holding a public hearing on the establishment of the community facilities district which shall be within 30-60 days after the adoption of the resolution. Notice of the hearing shall be given by publishing the text or a summary a copy of the resolution of intention once, in a newspaper of general circulation pursuant to Government Code 6061 published in the area of the proposed CFD, starting at least seven days before the hearing, and shall include the requirements specified in Government Code 53322 and 53322.4 Notice of the hearing may also be sent by first-class mail to each registered voter and to each landowner within the proposed CFD. (Government Code 53320, 53321,53322, 53322.4)

If, after the hearing, the Board determines to establish a community facilities district, the Board shall adopt a resolution of formation in accordance with law. (Government Code 53325, 53325.1)

If a special tax is proposed to be levied in the CFD, the Board shall submit the resolution of formation and other information specified in Government Code 53326 to the elections official within three business days after the adoption of the resolution of formation, and the question of levying the special tax shall be submitted to the qualified electors of the proposed CFD in accordance with law. (Government Code 53326)

Upon approval by two-thirds of the voters in the proposed community facilities district, the tax may be levied in accordance with Government Code 53340. (Government Code 53328). The proceeds of any bonds, notes, or other securities issued pursuant to the Mello-Roos Community Facilities Act shall be deposited or invested in accordance with Government Code 53356.03.

Whenever the Board deems it necessary for the CFD to incur a bonded indebtedness, it shall follow the procedures specified in Government Code 53345-53365.7, as applicable.

# MELLO-ROOS DISTRICTS (continued)

The proceeds of any bonds, notes, or other securities issued pursuant to the Mello-Roos Community Facilities Act shall be deposited or invested in accordance with Government Code 53356.03.

The Superintendent or designee shall, within seven months after the last day of each fiscal year, prominently display the following reports on the district's web site: (Government Code 53343.2)

- 1. A copy of an annual report for that fiscal year, if requested pursuant to Government Code 53343.1
- 2. A copy of the report provided to the California Debt and Investment Advisory Commission pursuant to Government Code 53359.5
- 3. A copy of the report provided to the State Controller's Office pursuant to Government Code 12463.2

(cf. 3460 - Financial Reports and Accountability)

Legal Reference: (see next page)

# MELLO-ROOS DISTRICTS (continued)

### Legal Reference:

EDUCATION CODE

15300-15425 School facilities improvement districts

17060-17066 Joint venture school facilities construction projects

**GOVERNMENT CODE** 

6061 One time notice

12463.2 Reports

17556 Payment of costs mandated by the state

53311-53368.3 Mello-Roos Community Facilities Act of 1982

53753 Assessment notice and hearing requirements

53753.5 Exemptions

54954.1 Mailed notice to property owners

54954.6 New or increased tax or assessment; public meetings and hearings; notice

65970-65981 School facilities development project

65995 Levies against development projects

CODE OF REGULATIONS, TITLE 2

1859-1859.106 School facility program

#### Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: School Facilities Management, 2006

Bond Sales - Questions and Considerations for Districts, 2012

WEB SITES

CSBA: http://www.csba.org

California Department of Education: http://www.cde.ca.gov

California Office of Public School Construction: http://www.opsc.dgs.ca.gov

Coalition for Adequate School Housing: http://www.cashnet.org

Policy

WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: August 4, 2009 revised: October 3, 2017

#### PRESIDENT

The Board of Trustees shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves.

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(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9100 - Organization)
```

To ensure that The president shall preside at all Board meetings are conducted in an efficient, transparent, and orderly manner, the president He/she shall:

1. Call such meetings of the Board as he/she may deem necessary, giving notice as required by law

```
(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)
```

2. Consult with the Superintendent or designee on the preparation of Board meeting agendas

(cf. 9322 - Agenda/Meeting Materials)

- 43. Call the meeting to order at the appointed time and preside over the meeting
- 24. Announce the business to come before the Board in its proper order
- 35. Enforce the Board's policies bylaws relateding to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
- 46. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
- 5. Explain what the effect of a motion would be if it is not clear to every member
- 6. Restrict discussion to the question when a motion is before the Board
- 7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused
- 78. Rule on issues of parliamentary procedure
- 89. Put motions to a vote, and state clearly the results of the vote
- 9. Be responsible for the orderly conduct of all Board meetings

### PRESIDENT (continued)

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(cf. 9323 - Meeting Conduct)
```

The president shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

- 1. Signing all instruments, acts, and orders, and resolutions necessary to comply with legal earry out state requirements and carry out the will of the Board
- 2. Consulting with the Superintendent or designee on the preparation of the Board's agendas

(cf. 9322 Agenda/Meeting Materials)

- 32. Working with the Superintendent to or designee to ensure that Board members have necessary materials and information
- 43. Subject to Board approval, appointing and dissolving all committees

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(cf. 9130 - Board Committees)
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5. Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law

```
(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)
```

64. In conjunction with the Superintendent or designee, Rrepresenting the district as the Boards governance spokesperson; in conjunction with the media Superintendent

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(cf. 1112 - Media Relations)
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5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

The president shall-may participate in the California School Boards Association Board President's Workshop and have the same rights as other professional development opportunities to enhance his/her leadership skills. members of the Board, including the right to move, second, discuss and vote on all questions before the Board.

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(cf. 9240 - Board Training)
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# PRESIDENT (continued)

When the president resigns or is absent or disabled, the vice president shall perform the president's duties. When both the president and vice president are absent or disabled, the clerk shall perform the president's duties.

(cf. 9123 - Clerk)

### Legal Reference;

EDUCATION CODE

35022 President of the board

35143 Annual organizational meetings; dates and notice

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

#### Management Resources:

CSBA PUBLICATIONS

Call to Order: A Blueprint for Great Board Meetings, 2015

Board Presidents' Handbook, revised 2002

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

**WEB SITES** 

CSBA: http://www.csba.org

Bylaw WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007 revised: October 3, 2017

## BOARD OF TRUSTEES ELECTIONS

Any person is eligible to be a Board of Trustees member, without further qualifications, if he/she is 18 years of age or older, a citizen of the state, a resident of the school district, a registered voter, and not legally disqualified from holding civil office. (Education Code 35107) Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or be a Board member except when he/she has been granted a pardon in accordance with the law. (Education Code 35107; Elections Code 20)

A district employee elected to the Board shall resign his/her **employment** position before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

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(cf. 9224 - Oath of Affirmation)
(cf. 9270 - Conflict of Interest)
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Whenever possible, the Board shall consolidate Board elections with the local municipal or statewide primary or general election. Board election procedures shall be conducted in accordance with state and federal law.

```
(cf. 9110 - Terms of Office)
```

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

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(cf. 9230 - Orientation)
(cf. 9240 - Board Training)
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### Consolidation of Elections

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. The district shall move its election to the next state statewide election date, unless the Board

# GOVERNING BOARD ELECTIONS (continued)

has adopted a plan by January 1, 2018 to consolidate Board elections not later than the November 8, 2022 statewide general election. (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

(cf. 9110 - Terms of Office)

# **Electing Board Members**

(Trustee from area/hybrid method)

Each Board member shall reside within the trustee area that he/she represents but shall be elected by all voters in the district.

To ensure ongoing compliance with the California and federal Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.

If the Board determines that a change is necessary, it shall adopt a resolution at an open meeting specifying the change(s) and shall, in accordance with Education Code 5019 or other applicable provisions of law, obtain approval from the county committee on school district organization having jurisdiction over the district.

(cf. 9320 Meetings and Notices)

#### Elections Process and Procedures

Each Board member shall reside within the trustee area that he/she represents but shall be elected by all voters in the district.

To ensure ongoing compliance with the California Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or

language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.

If the Board determines that a change is necessary, it shall hold public hearings in accordance with Elections Code 10100 before adopting a resolution at an open meeting specifying the change(s), and shall, in accordance with Education Code 5019, obtain approval from the county committee on school district organization having jurisdiction over the district.

(cf. 9320 - Meetings and Notices)

## Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 9005 - Governance Standards)

### Statement of Qualifications

The district shall assume no part of the cost of printing, handling, translating, or mailing of candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

On the 125<sup>th</sup> day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term

2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

(cf. 9223 - Filling Vacancies)

Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

#### Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

Legal Reference: (see next page)

Legal Reference:

**EDUCATION CODE** 

# 1000 Composition, and trustee area, county board of education 1006 Qualifications for holding office, county board of education 5000-5033 Elections 5220-5231 Elections 5300-5304 General provisions (conduct of elections) 5320-5329 Order and call of elections 5340-5345 Consolidation of elections 5360-5363 Election notice 5380 Compensation (of election officer) 5390 Qualifications of voters 5420-5426 Cost of elections 5440-5442 Miscellaneous provisions 7054 Use of district property 35107 Eligibility; school district employees 35177 Campaign expenditures or contributions 35239 Compensation of governing board member of districts with less than 70 ADA ELECTIONS CODE 20 Public office eligibility 1302 Local elections, school district election 2201 Grounds for cancellation 4000-4004 Elections conducted wholly by mail 10010 District boundaries 10400-10418 Consolidation of elections 10509 Notice of election by secretary

14050-14057 California Voter Participation Rights Act

133089 Candidate's statement, contents indigency

20440 Code of Fair Campaign Practices

14025-14032 California voting Rights Act

10600-10604 School district elections

13307 Candidate's statement

### **GOVERNMENT CODE**

1021 Conviction of crime

1097 Illegal participation in public contract

12940 Nondiscrimination, Fair Employment and Housing Act

81000-91014 Political Reform Act

#### PENAL CODE

68 Bribes

74 Acceptance of gratuity

424 Embezzlement and falsification of accounts by public officers

661 Removal for neglect or violation of official duty

# CALIFORNIA CONSTITUTION

Article 2, Section 2 Voters, qualifications

Article 7, Section 7 Conflicting offices

Article 7, Section 8 Disqualification from office

Legal Reference continued: (see next page)

Legal Reference: (continued

UNITED STATES CODE, TITLE 42

1973-1973 AA-6 Voting Rights Act

**COURT DECISIONS** 

Rev v. Madera Unified School District, (2012) 138 Cal. Rptr. 3d 192203 Cal. App. 4th 1223

Randall v. Sorrell, (2006) 126 S.Ct. 2479

Sanchez v. City of Modesto, (2006) 51 Cal. Rptr. 3d821-145 Cal. App. 4th 660

Dusch v. Davis, (1967) 387 U.S. 112

ATTORNEY GENERAL OPINIONS

85 Ops. Cal. Attv. Gen. 49 (2002)

83 Ops. Cal. Atty. Gen. 181 (2000)

81 Ops. Cal. Atty. Gen. 9894 (1998)

69 Ops. Cal. Atty. Gen. 290 (1986)

### Management Resources:

#### CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

<u>Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017</u> WEB SITES

CSBA: http://www.csba.org

California Secretary of State's Office: http://www.ss.ca.gov Fair Political Practices Commission: http://www.fppc.ca.gov Institute for Local Self Government: http://www.islg.org

WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007

revised: September 16. 2014 revised: October 3, 2017

**Bylaw** 

#### ORIENTATION

#### **Board Candidate Orientation**

The Board of Trustees desires to provide Board candidates with information that will enable them to understand the responsibilities of Board membership. The Superintendent or designee shall provide all candidates with general information about school programs, district operations, and Board responsibilities and the county election official's contact information.

The Governing Board recognizes the importance of providing all newly elected or appointed Board members with support and information to assist them in becoming effective members of the Board. Incoming Board members shall be provided an orientation designed to build their knowledge of the district and an understanding of the responsibilities of their position. Such orientation may include the provision of information, support, and/or training related to Board functions, policies, protocols, and standards of conduct.

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(cf. 9000 – Role of the Board)
(cf. 9220 – Governing Board elections)
(cf. 9223 – Filling Vacancies)
```

The Board encourages all candidates to attend public Board meetings during the period of their candidacy. Candidates have the same access as members of the public to district staff and information.

As early as possible following the election or appointment of Board members, one or more orientation sessions shall be held during open meeting(s) of the Board. The Board president and the Superintendent or designee shall develop an agenda for the meeting(s) and shall identify resources that may be useful for incoming Board members.

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(cf. 9121 - President)
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Upon their election or appointment, incoming Board members shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office. Additional information for incoming Board members may include, but is not limited to, Board bylaws related to the limits of individual Board member authority, the conduct of Board meetings, and other Board operations; governance standards for ethical conduct; legal requirements related to conflict of interest and prohibited political activity; protocols for speaking with district staff, members of the public, and the media; and publications on effective governance practices.

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(cf. 1340 - Access to District Records)
(cf. 1112 - Media Relations)
(cf. 1160 - Political Processes)
(cf. 9005 - Governance Standards)
(cf. 9010 - Public Statements)
```

### **ORIENTATION** (continued)

```
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9012 - Board Member Electronic Communications)
(cf. 9200 - Limits of Board Member Authority)
(cf. 9270 - Conflict of Interest)
(cf. 9323 - Meeting Conduct)
```

In addition, the Superintendent or designee shall provide incoming Board members with specific background information regarding the district, including, but not limited to, the district's vision and goals statements, local control and accountability plan and other comprehensive plans, student demographic data, student achievement data, district policy manual, district budget, and minutes of recent open Board meetings.

```
(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)
```

The Superintendent or designee may offer incoming Board members a tour of district schools and facilities, and may introduce them to district and school site administrators and other staff.

Incoming members are encouraged, at district expense and with approval of the Board, to attend the California School Boards Association's Orientation for New Trustees, Institute for New and First-Term Board Members, and workshops and conferences relevant to the-needs of the individual member, the Board as a whole, or the district.

#### **New Board Member Orientation**

The Board and the Superintendent or designee shall help each new member-elect to understand district operations and the Board's functions, policies and procedures as soon after election as possible. Incoming members shall be given a copy of the Brown Act and informed that they must conform to its requirements as if they had already assumed office. Incoming members shall also receive the district's policy manual and other materials related to the school system and Board member responsibilities.

Incoming members are encouraged, at district expense and with approval of the Board, to attend the California School Boards Association's Orientation for New Trustees, Institute for New and First-Term Board Members, and meetings and meet with the Superintendent or designee and Board president regarding their role and responsibilities. They also may, at district expense, attend workshops and conferences relevant to the needs of the individual for newly elected members, the Board as a whole, or the district.

```
(cf. 9240 - Board Development)
(cf. 9240 - Board Training)
(cf. 9320 - Meetings and Notices)
```

# **ORIENTATION** (continued)

### Legal Reference:

### **EDUCATION CODE**

33360 Department of Education and statewide association of school district boards; annual workshops

33362-33363 Reimbursement of expenses; board members or member-elect of school district board GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act, especially:

54952.1 Member of a legislative body

54952.2 Open meeting laws; posting agenda; board actions

54952.7 Copies of Brown Act to Board members

#### Management Resources:

# CSBA PUBLICATIONS

Professional Governance Standards for School Boards

The Brown Act: School Boards and Open Meeting Laws, rev. 2009

**WEB SITES** 

CSBA: http://www.csba.org

Bylaw

WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007 revised: October 3, 2017

### BOARD SELF-EVALUATION

The Board of Trustees shall annually conduct a self-evaluation in order to demonstrate accountability to the community and ensure that district governance effectively supports student achievement and the attainment of the district's vision and goals.

```
(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 2123 - Evaluation of the Superintendent)
```

The evaluation may address any areas of Board responsibility, including but not limited to Board performance in relation to vision setting, curriculum, personnel, finance, policy, collective bargaining and community relations, and advocacy. The evaluation also may also address objectives related to Board meeting operations, relationships among Board members, relationship with the Superintendent, understanding of Board and Superintendent roles and responsibilities, communication skills, or other governance or boardsmanship skills.

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(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
```

The Board shall be evaluated itself as a whole. Individual Board members are also are encouraged to use the evaluation process as an opportunity to privately assess and set goals for their own personal performance.

Each year, the Board, with assistance from the Superintendent, shall determine an evaluation method or instrument that measures **key components of board responsibility and a reasonable number of** previously identified performance objectives. **Visual and/or audio Videotape recordings** of a Board meeting may **only** be used as an evaluation tool **when only with the** consent of all Board members.

Any discussion of the Board's self-evaluation shall be conducted in open session.

At the request of the Board, a facilitator may be used to assist with the evaluation process. The Board may invite the Superintendent or others individual(s) with pertinent information to provide input into the evaluation process.

Following the evaluation, the Board shall set goals, define and/or refine protocols, and establish priorities and objectives for the following year's evaluation. The Board shall also develop strategies for strengthening Board performance based on identified areas of need, including, but not limited to, Board trainings such as those offered by the California School Board Association. and shall establish priorities and objectives for the following year's evaluation.

```
(cf. 9230 - Orientation)
(cf. 9240 - Board Development)
```

Legal Reference: (see next page)

# **BOARD SELF-EVALUATION** (continued)

Legal Reference:

**GOVERNMENT CODE** 

54950-54963 Brown Act; board self-evaluations not covered

Management Resources:

CSBA PUBLICATIONS

Professional Governance Standards, 2000

Maximizing School Board Leadership, 1996

Defining Governance, Issue 3: Governance Practices, Governance Brief, April 2014

**WEB SITES** 

CSBA: http://www.csba.org

CSBA Board Self-Evaluation: http://bse.csba.org

Bylaw

adopted: September 4, 2007

revised: October 3, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT