# 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

	STUDE	NT ENRO	LLMENT
	2017-18		
School	CALPADS	5/15/2018	6/6/2018
Sheridan Elementary (K-5)	52	53	56
First Street Elementary (K-5)	434	430	433
Carlin C. Coppin Elementary (K-5)	430	438	437
Creekside Oaks Elementary (K-5)	614	642	643
Twelve Bridges Elementary (K-5)	649	656	651
Foskett Ranch Elementary (K-5)	428	434	431
Lincoln Crossing Elementary (K-5)	649	648	644
Glen Edwards Middle School (6-8)	896	899	903
Twelve Bridges Middle School (6-8)	759	769	765
Lincoln High School (9-12)	1,955	1,899	1,892
Phoenix High School (10-12)	75	88	84
SDC Program (18-22)	10	9	9
TOTAL	6951	6,965	6,948

28

SDC Pre-School	
Foskett Ranch	20
First Street/LIP	69
Carlin C. Coppin	0

ATLAS Program

**Parent Education** 

Continuing Educ. Classes

#### GLOBAL DISTRICT GOALS

~Develop and continually upgrade a well articulated K-I2 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

Special Meeting of the Board of Trustees

# July 3, 2018

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

# **REVISED** AGENDA

2018-2019 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.

# 5:30 P.M. START

1. CALL TO ORDER – WPUSD District Office/City Hall Bldg. – 4<sup>th</sup> Floor Zebra 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.

# <u>5:35 P.M.</u>

**3.** CLOSED SESSION – WPUSD District Office – 4<sup>th</sup> Floor Overlook Room

## 3.1 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)

#### 3.2 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

### 6:00 P.M.

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

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

# 4.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

#### 4.2 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

#### 5. Page 7-91 - 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,

# Special Meeting of the Board of Trustees July 3, 2018

#### Agenda

Ľ	1.4				
		uest, items may be removed from this section and placed in the regular order of business ng the approval of the consent agenda.	-		
	5.1	Certificated Personnel Report			
	5.2	Classified Personnel Report			

- 5.3 Approval of Minutes for: June 5<sup>th</sup> & 19<sup>th</sup>, 2018
- 5.4 Approval of Warrants
- 5.5 Ratification of Agreement with PCOE and WPUSD Child and Adult Care Food Program
- 5.6 Ratification of Contract with WPUSD and Mattison Enterprises
- 5.7 Ratification of Agreement between Dannis Woliver Kelley and the WPUSD
- 5.8 Ratification of Contract with PCOE for (UDL) Universal Design for Learning
- 5.9 Ratification of Contract with Wellness Together, Inc.
- 5.10 Ratification of Contract with Sierra College
- 5.11 Ratification of Contract with the (PIQE) Parent Institute for Quality Education
- 5.12 Ratification of Contract with Learning for Services, Inc. *Roll call vote:*

### 6. **ACTION ADISCUSSION AINFORMATION**

Members of the public wishing to comment on any items should complete a yellow <u>REQUEST</u> <u>TO ADDRESS BOARD OF TRUSTEES</u> 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.

6.1 Information Page 93 – <u>CAPITAL FACILITIES FUNDING PLAN OVERVIEW</u> – WESTERN PLACER UNIFIED SCHOOL DISTRICT – Kilpatrick

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

•Cathy Dominico from Capital Public Financing Group will present an overview and provide discussion regard the capital facilities funding plan related to the new high school, new elementary school and Glen Edwards Middle School modernization projects. Staff will present information related to the estimated project costs, funding sources and project cash flow.

6.2 Action Page 94 – APPROVE RESOLUTION NO. 18/19.01 REQUESTING THE PLACER COUNTY BOARD OF SUPERVISORS ESTABLISH A TAX RATE FOR BONDS EXPECTED TO BE SOLD IN 2018-19 – Kilpatrick (17-18 G & O Component I, II, III, IV, V)

•Resolution No. 18/19.01 requests the Placer County Board of Supervisors establish a tax rate for bonds expected to be sold in 2018-19 to continue to provide funding necessary for the construction of the new high school, new elementary school and modernization of Glen Edwards Middle School. *Roll call vote:* 

construction of the new high school, new elementary school and

 6.3 Action Page 106 - <u>APPROVE RESOLUTION NO. 18/19.02 EXPRESSING</u> OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF A <u>TAX-EXEMPT OBLIGATIONS</u> - Kilpatrick (17-18 G & O Component I, II, III, IV, V)
 •Resolution No. 18/19.02 will allow the District to reimburse itself for expenditures that may be made on Measure A and N projects for the

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	modernization of Glen Edwards Middle School from the issuance of the remaining \$15 million of Measure A bonds and the remaining \$30 million of Measure N bonds this fall. <i>Roll call vote:</i>
6.4 Action	Page 110 – APPROVE RESOLUTION NO. 18/19.03 AND CALLING FOR A LOCAL GENERAL OBLIGATION BOND MEASURE FOR NOVEMBER 6, 2018 GENERAL ELECTION – Kilpatrick (17-18 G &
	<ul> <li>O Component I, II, III, IV, V)</li> <li>Resolution 18/19.03 call for a general obligation bond measure to be placed on the November 6, 2018 ballot to fund capital improvements related to safety and security improvements projects and youth athletics and aquatics center projects.</li> <li>Roll call vote:</li> </ul>
6.5 Discussion/ Action	Page 120 – CONSIDER APPROVING RESOLUTION NO. 18/19.4 AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS – Simon (17-18 G & O Component I, II, III,
	IV, V • Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No.18/19.4. <i>Roll call vote:</i>
6.6 Discussion/ Action	Page 123 – CONSIDER APPROVING RESOLUTION NO. 18/19.5 AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS – Simon (17-18 G & O Component 1, 11, 111, IV, V)
	•Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 18/19.5. <i>Roll call vote:</i>

 6.7 Action Page 126 - APPROVE RESOLUTION NO. 18/19.6 ADOPTING THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVAL OF NEW HIGH SCHOOL PROJECT - Adell (17-18 G & O Component I, II, III, IV, V)
 • The California Environmental Quality Act (CEQA), Public Resources Code Sections 21080 et seq., requires the District, as the project proponent, to prepare an Initial Study (IS) to analyze environmental impacts of a

proposed project, prepare a Negative Declaration (ND) or Mitigated

#### Special Meeting of the Board of Trustees July 3, 2018 Agenda

	Negative Declaration (MND), and adopt all feasible measures to mitigate those impacts. <i>Roll call vote:</i>
6.8 Discussion Action	<ul> <li>Page 164 - <u>NAMING OF NEW ELEMENTARY SCHOOL</u> - Leaman (17-18 G &amp; O Component I, II, III, IV, V)</li> <li>The Western Placer Unified School District will be opening a new elementary school in the south area of Lincoln Crossing in the Fall of 2020. Based on prior Board discussion, potential names, mascots, and colors have been solicited from the community and are attached.</li> </ul>
6.9 Discussion Action	<ul> <li>Page 173 - <u>NAMING OF NEW HIGH SCHOOL</u> - Leaman (17-18 G &amp; O Component I, II, III, IV, V)</li> <li>The Western Placer Unified School District will be opening a new high school in the Twelve Bridges area of Lincoln in the Fall of 2021. Based on prior Board discussion, potential names, mascots, and colors have been solicited from the community and are attached.</li> </ul>

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

The President will establish the following meeting(s):

August 7, 2018 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room
 August 21, 2018 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

#### 8. 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.

Reposted 07/02/18 Posted: 062818 h:\wpfiles\board\agenda\070318

# CONSENT

# AGENDA

# ITEMS

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

019.) 	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.
	Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness
	and attractiveness.
4	. Promote the involvement of the community, parents, local government, business, service organizations, etc. as
	partners in the education of the students.
5	. Promote student health and nutrition in order to enhance readiness for learning.

**SUBJECT:** Certificated Personnel Report AGENDA ITEM AREA: Consent Agenda

**REQUESTED BY:** 

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Gabe Simon CS Assistant Superintendent of Personnel Services ENCLOSURES: Yes

**DEPARTMENT:** Personnel FINANCIAL INPUT/SOURCE: Categorical/General

MEETING DATE: July 3, 2018 **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

# July 3, 2018

# **CERTIFICATED/MANAGEMENT**

# **NEW HIRES:**

1.	Name:	Julia Kent
	Position:	High School Counselor
	FTE:	1.0
	Effective Date:	August 1, 2018
	Site:	Lincoln High School
2.	Name:	Cameron Layton
	Position:	High School Assistant Principal
	FTE:	1.0
	Effective Date:	July 1, 2018
	Site:	Lincoln High School
3.	Name:	Sherri Sandoval
	Positon:	High School Counselor
	FTE:	1.0
	Effective Date:	August 1, 2018
	Site:	Lincoln High School
4.	Name:	Kristen Beck
	Position:	Educational Technology Coordinator (50%) & Elementary Assistant Principal (50%)
	FTE:	1.0
	Effective Date:	July 1, 2018
	Site:	Lincoln Crossing Elementary School & District Office
5.	Name:	Leslie Wesley
	Position:	Life Science Teacher
	FTE:	1.0
	Effective Date:	August 10, 2018
	Site:	Lincoln High School

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

MISSION STATEMENT: Empower Students with the skills, known world.	owledge, and attitudes for Success in an Ever Changing
DISTRICT GLOP	BAL GOALS
<ol> <li>Develop and continually upgrade a well articulated K-12 achieve their highest potential, with a special emphasis of 2. Foster a safe, caring environment where individual diffe</li> <li>3. Provide facilities for all district programs and functions and attractiveness.</li> <li>4. Promote the involvement of the community, parents, loc partners in the education of the students.</li> <li>5. Promote student health and nutrition in order to enhance</li> </ol>	on students rences are valued and respected. : that are suitable in terms of function, space, cleanliness al government, business, service organizations, etc. as
SUBJECT: Classified Personnel Report	AGENDA ITEM AREA: Consent Agenda

REQUESTED BY: 65 Gabriel Simon 65 Assistant Superintendent of Personnel Services

DEPARTMENT: Personnel FINANCIAL INPUT/SOURCE: General Fund/Categorical

MEETING DATE: July 3, 2018 **ROLL CALL REQUIRED:** 

**ENCLOSURES:** 

Yes

## **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

## July 3, 2018

### **CLASSIFIED/MANAGEMENT**

#### **NEW HIRES:**

1. Name:Chareen LauritzenPosition:School Secretary 1/Admin AssistSalary:CSEA, Range 24, Step DHours:8 Hours/5 Days a weekDays:11 Months/Year

Effective: 7/26/18 Site: Foskett Ranch Elementary Replacement

#### **RESIGNATIONS:**

1.	Name:	Theresa Hanks
	<b>Position:</b>	Paraprofessional Aide
	Hours:	5.66 Hours/ 5 Days a week
	Site:	First Street School
	Effective:	6/7/18

2.	Name:	Linda Jacobs
	<b>Position:</b>	<b>Grant Funded Instructional Aide</b>
	Hours:	3.5 Hours/ 5 Days a week
	Site:	First Street School
	Effective:	6/7/18

3. Name: Mayra Martinez
Position: Grant Funded Instructional Aide
Hours: 3.5 Hours/ 5 Days a week
Site: Sheridan Elementary
Effective: 6/7/18

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

MISSION STATEMENT: Empower Students with the skills, knowledge	e, 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 difference			
3. Provide facilities for all district programs and functions that and attractiveness.			
4. Promote the involvement of the community, parents, local go partners in the education of the students.	overnment, business, service organizations, etc. as		
5. Promote student health and nutrition in order to enhance re-	adiness for learning.		
SUBJECT:	AGENDA ITEM AREA:		
Approval of Minutes:	CONSENT AGENDA		
• June 5, & 19, 2018 Regular Board of			
Trustee Meeting			
<b>REQUESTED BY:</b>	ENCLOSURES:		
Scott Leaman,	Yes		
Superintendent			
DEPARTMENT: FINANCIAL INPUT/SOURCE:			
Administration	N/A		
Administration			
MEETING DATE:	ROLL CALL REQUIRED:		
July 3, 2018	. No		

# **BACKGROUND:**

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

• June 5 & 19, 2018 Regular Board of Trustee Meeting

# **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

# June 5, 2018

# 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 I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

## **Board Members Present:**

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 Audrey Kilpatrick, Assistant Superintendent of Business & Operations Gabe Simon, Assistant Superintendent of Personnel Services Rosemary Knutson, Secretary to the Superintendent Rebecca Luy, Student Advisory Steve Archer, Lincoln News Messenger

## 6:00 P.M. START

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

## <u>6:05 P.M.</u>

**3.** CLOSED SESSION – WPUSD District Office – 4<sup>th</sup> 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

Minut	tes	
	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	STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
	5.4	Student Discipline – Stipulated Expulsion Student #17-18-F
		Statem Discipline Supanice Dispancien Statement 1919
	3.5	PERSONNEL
		a. Public Employee Employment/Discipline/Dismissal/Release
		b. Complaints or Charges against an Employee - Pursuant to Government Code
		section 54957, the Board will meet in Closed Session to consider a complaint
		against one (1) employee.
		Roll call vote:
<u>7:00 I</u>	P.M.	
4.		DURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – District Office/City
		Ivd., - 3 <sup>rd</sup> Floor Conference Room
	The Bo	bard of Trustees will disclose any action taken in Closed Session regarding the following items:
	4.1	Page 11 - 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 12 - 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 13* - 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 14 - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C.
48918
Student Dissipline Stimulated Expulsion Student #17, 18 E

Student Discipline – Stipulated Expulsion Student #17-18-F

Mr. Haley reported the board to action to approve the stipulated expulsion, it was a 5-0 vote.

#### 4.5 *Page 15-16 - PERSONNEL*

a. Public Employee Employment/Discipline/Dismissal/Release

No action taken

b. Complaints or Charges against an Employee - Pursuant to Government Code section 54957, the Board will meet in Closed Session to consider a complaint against one (1) employee.

The board took action to reject the complaint against a Western Placer Unified School District employee, it was a unanimous vote.

#### 5. SPECIAL ORDER OF BUSINESS

- 5.1 *Page 18-20* District will Honor:
  - Employees of the year
  - Teachers of the Year
  - Retirees

Mr. Leaman presented classified staff with the Employee of the year plaques, for being recognized by their peers. WPTA also voted for Secondary and Elementary teachers of the year, they were also honored with plaques. Retirees were honored with a plaque for their years of service to the district. After plaques were presented, there was a small reception with cake for all.

## 6. Page 22-126 - CONSENT AGENDA

- 6.1 Certificated Personnel Report
- 6.2 Classified Personnel Report
- 6.3 Approval of Minutes for: May 1<sup>st</sup> & 15<sup>th</sup>, 2018
- 6.4 Approval of Warrants
- 6.5 Student Discipline Violation of Stipulated Expulsion Student # 17-18-D
- 6.6 Williams Uniform Quarterly Complaint Report
- 6.7 Approve Agreement for Fiscal Budget Services between School Service of California, Inc. and WPUSD
- 6.8 Ratification of Contract with Placer County Office of Education and WPUSD
- 6.9 Ratification of Agreement with KidZKount and WPUSD 2018-19 School Year
- 6.10 Ratification of Contract with Total Educational Systems Support (TESS) for Teacher/Administrator Training
- 6.11 Ratification of 2018-2019 Contract with AVID
- 6.12 Ratification of Annual Contract with Document Tracking Services
- 6.13 Approve Agreement for Advantage Services between Siemens Industry and WPUSD

Mr. Haley requested 6.1 be pulled for modification. Mr. Simon submitted a revised copy of the Certificated Personnel report indicating the transfer of Mike Maul to serve as LHS Principal. A Motion was made by Mr. Long, seconded by Mrs. Wyatt, and passed by a 5-0 (Ayes: Long, Haley, Wyatt, Armitage, Carras No: None)

roll call vote to approve the consent agenda with the modified Certificated Personnel report to include the modification of Mike Maul.

#### 7. COMMUNICATION FROM THE PUBLIC

No comments from the public

#### 8. **REPORTS & COMMUNICATION**

≻Lincoln High School Student Advisory, Rebecca Luy shared the following:

- Update on Track Team
- Update on Trap Team
- Donna Tofft was inducted into Optimist Hall fame
- Aaron Vandeveer received All League athlete
- Elite Choir held a Spring Concert and Dinner to raise funds
- The Senior Parade at the elementary sites went great
- LHS had a special presentation on Human Traffic
- LHS had a May play day
- Finals week
- Had Senior breakfast
- Had Senior slide show
- Introduced Lindsey Ridgway as the new student representative for the 2018-19 school year.

Western Placer Teacher's Association, Tim Allen shared a little about himself as a teacher of 12 years at LHS and will now be serving as the new president of WPTA.
 Western Placer Classified Employee Association, Jim Houck was present for CSEA and had no report

Superintendent, Scott Leaman shared the following:

- Congratulated all employees that were recognized
- Dates to remember are June 15 last day schools are open, August 6<sup>th</sup> will be the first day open.
- Graduation week, each board member will be involved each graduation/ promotion
- Finished meeting with first year teachers today, has enjoyed meeting with them
- Tonight recognized the district negotiating team and the WPTA on completing the certificated contract
- Sent out a campaign, "Name that school" for naming the new high school and elementary school, will bring suggested names at a later date.

#### 9. PUBLIC HEARING

# 9.1 *Page 128* - Public Hearing on 2018-2020 Western Placer Unified School District LCAP

Pursuant to Education Code (EC) 52062(b)(1), Western Placer Unified School District will hold a public hearing to solicit the recommendation and comments of members of the public regarding the specifications and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP)

Mr. Carras opened the public hearing at 7:43 for questions and comments. There being no comments from the public, the hearing was closed

#### 9.2 *Page 308* - Public Hearing on 2018-19 Western Placer Unified School District Proposed Budget

Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall hold a public hearing on the budget to be adopted for the subsequent fiscal year. At this hearing, the Board will take testimony from the public.

Mr. Carras opened the public hearing at 7:44 for questions and comments. There being no comments from the public, the hearing was closed

**9.3** *Page 310* – Public Hearing on Horizon Charter School Admission Priority As part of a new law, prior to renewing a charter a public hearing must be held to give notice of the admission priorities a charter uses to enroll students.

Mr. Carras opened the public hearing at 7:45 for questions and comments. There being no comments from the public, the hearing was closed

#### 9.4 Page 312 – Public Hearing on Partners Charter Admission Priority

As part of a new law, prior to renewing a charter a public hearing must be held to give notice of the admission priorities a charter uses to enroll students.

Mr. Carras opened the public hearing at 7:46 for questions and comments. There being no comments from the public, the hearing was closed

#### 10. **ACTION OISCUSSION OISCUSSION**

#### 10.1 Information Page 315 – <u>ANNUAL REPORT OF THE MEASURE "A" AND</u> MEASURE "N" CITIZENS' BOND OVERSIGHT COMMITTEE –

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

•On March 17, 2015, the Board approved Resolution 14/15.21 and on January 17, 2017, the Board approved Resolution 16/17.17 pursuant to the requirements of Education Code Section 15278, et seq., appointing members to the Measure "A" and Measure "N" citizens' Bond Oversight Committee ("Committee") to inform the public concerning the expenditures of the bond revenues as an accountability measure for the voters and taxpayers of the District. The Vice President of the Committee will be presenting the annual report to the Board.

Mike Adell introduced Dave Fear to give the board an update on the Bond Oversight Committee for measure A, and measure N. Dave Fear, committee vice chair began with thanking the Facilities Department for their updated reports. There were three meetings held this past year, and the committee reviewed all project requisitions and project expenditures and found all expenditures to be in accordance with the guidelines of Measure A and Measure N. This was an update no action was required.

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10.2 Action	<ul> <li>Page 317 – HORIZON CHARTER PETITION RENEWAL – Leaman (12-13 G &amp; O Component I, II, III, IV, V)</li> <li>Horizon Charter School has been a district-sponsored charter since 1993. They are requesting renewal of their charter for a five year term. Our attorney has ensured the documents meet the renewal requirements.</li> </ul>
	Cynthia Wood presented the Horizon Charter Petition renewal. She reported they would be reducing the tactical assistance agreement, and making great strides to the LCAP participation, and working with Western Placer Unified School District. Horizon just received a six year renewal with the WASC. And it was reported they will be celebrating 25 <sup>th</sup> year as a charter this year. The board shared they were happy to see Horizon is moving in the right direction. Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 5-0 ( <i>Ayes: Armitage, Carras, Haley, Long, Wyatt No: None</i> ) vote to approve the Horizon Charter Petition renewal.
10.3 Action	<ul> <li>Page 414 – <u>PARTNERSHIPS FOR STUDENT-CENTERED</u></li> <li><u>LEARNING CHARTER SCHOOL</u> – Leaman (12-13 G &amp; O Component I, II, III, IV, V)</li> <li>•Partnerships for Student-Centered Learning Charter School is requesting renewal of their charter for a five year term. Our attorney has ensured the documents meet the renewal requirements.</li> </ul>
	Mr. Leaman informed the board before approving the renewal, due to changes of the law, with the Anderson case, it's anticipated that partners will be closing at the end of the 2018-19 school year, and horizon is looking at putting resource center inside our district in compliance with the Anderson case. She shared the Partnerships For Student-Center It's anticipated the Partners will be closing as of June 30 <sup>th</sup> 2018. They have been working with parents and will allow for participating with families to continue online education; enrichment courses; home instruction; and virtual learning all under Horizon. Horizon is looking at putting a resource center in Western Placer Unified School District. As of June 30, of 2018 an Addendum was presented. Motion by Mr. Haley, seconded by Mrs. Wyatt and passed by a 5-0 ( <i>Ayes: Armitage, Carras, Haley, Long, Wyatt No: None</i> ) vote to approve the petition renewal for Partnerships for Student-Centered Learning Charter School.
10.4 Discussion/	Page 513 – CONSIDER APPROVAL OF TENTATIVE

#### 4 Discussion/ Page 513 – <u>CONSIDER APPROVAL OF TENTATIVE</u> Action <u>AGREEMENT BETWEEN WPUSD AND WESTERN PLACER</u> <u>TEACHER'S ASSOCIATION (WPTA) REGARDING THE 2018-</u> <u>2021 COLLECTIVE BARGAINING AGREEMENT</u> – Simon (17-18 G & O Component I, II, III, IV, V)

•A tentative agreement has been reached between WPUSD and WPTA on the portion of collective bargaining agreement as outlined in the attached document. This tentative agreement for WPTA employees has been ratified by the WPTA membership.

Gabe Simon presented the Tentative Agreement for Western Placer Teacher Association for the next 3 years for approval. Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve the Tentative Agreement between the Western Placer Unified School District and the Teacher's Association (WPTA) regarding the 2018-2021 Collective Bargaining Agreement.

#### 10.5 Discussion/ Page 589 - CONTRACT EXTENSION FOR DIRECTOR OF

Action

## **<u>TECHNOLOGY AND DIRECTOR OF FACILITIES</u> – Simon (17-18) G & O Component I, II, III, IV, V)**

•The Western Placer Unified School District's Director of Technology is Tsugufumi Furuyama. His current contract expires on June 30, 2018. The Director of Facilities is Stanley Brandl and Mr. Brandl's contract also expires on June 30, 2018.

**Correction** to this board item to read **Director of Technology** and **Director of Maintenance**. Gabe Simon presented contract extensions for the Director of Technology and Director of Maintenance. Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve both contract extensions to read with the change being Director of Technology and Director of Maintenance.

#### 10.6 Information Page 590 – 2018-19 BUDGET ASSUMPTIONS AND PROPOSED BUDGET FOR GENERAL FUND AND OTHER FUNDS –

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

•District staff has prepared the 2018-19 Proposed Budget documents for Board adoption at the June 19, 2018, Board and Trustees meeting. The most recent State's May Revision Budget proposals are reflected in our 2018-19 budget assumptions along with multi-year projections.

Audrey Kilpatrick presented 2018-19 budget assumptions, and asked the Board of Trustees if there were any questions or concerns after reviewing the 2018-19 Budget. This was information only, no action was taken.

#### 10.7 Action Page 617 - <u>APPROVAL UPDATE OF ADMINISTRATIVE</u> <u>REGULATION AR 1330 USE OF FACILITIES AND E 1330</u> <u>SCHEDULE OF FACILITY USE FEES FOR THE 2018/19 YEAR</u> -Kilpatrick (17-18 G & O Component I, II, III, IV, V)

•The Administrative Regulation AR 1330 Use of School Facilities has been updated to reflect the most current CSBA recommended language. Exhibit 1330 Schedule of Facility Use Fees has been updated for the 2018-19 year to reflect the grater of the last two years' actual and the current year projected actual expenditures. We have also included the Application and Agreement for Use of Facilities form that will be effective July 1, 2018.

Audrey Kilpatrick presented AR 1330 policy and facilities rates for approval. The following rate changes will go into effect on July 1<sup>st</sup> 2018. 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 updated Administrative Regulations Exhibits as presented.

# 10.8 ActionPage 624 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/<br/>REGULATIONS - Leaman (17-18 G & O Component I, II, III, IV, V)•The District Policy Committee and Management Team have reviewed the

• 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.

- AR 3230 Federal Grant Funds
- AR 3514.2 Integrated Pest Management
- Exhibit 3541.1 Transportation for School-Related Trips
- BP/AR 3551 Food Service Operations/Cafeteria Fund
- BP/AR 3553 Free and Reduced Price Meals
- BP 5030 Student Wellness

Mr. Leaman presented revised policies for approval. Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve the Revised/New Policies, Exhibits and Regulations as presented.

### 11. BOARD OF TRUSTEES

#### 11.1 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.

School Safety

## 11.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Armitage looking forward to sons nearing their senior year, glad the school year is ending.

**Mrs. Wyatt** congratulation to retirees, attended the Kindergarten graduation at Creekside Oaks, and welcomed Tim Allen as new WPTA President, shared the Potters are working with the school sites with vouchers, it's a great relationship. **Mr. Haley** It's that time of year, it's a nice milestone graduation

**Mr. Long** congratulations to retirees and employee, and thanked Cynthia Wood for staying through the entire meeting, and congratulated Mike Maul and congratulated Lindsey, the new student representative

**Mr. Carras** thanked Rebecca Luy for representing LHS and thanked Steve Archer for attending tonight.

## **12.** ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ June 19, 2018 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

#### 13. ADJOURNMENT

There being no more business, the meeting was adjourned at 8:16 p.m.

Paul Carras, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

Accommodating Those Individuals with Special Needs:

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

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# Western Placer Unified School District

Regular Meeting of the Board of Trustees

# June 19, 2018

# 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 I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

## **Board Members Present:**

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 Audrey Kilpatrick, Assistant Superintendent of Business & Operations Mike Adell, Director of Facilities Rosemary Knutson, Secretary to the Superintendent Steve Archer, Lincoln News Messenger

# 6:30 P.M. START

- 1. 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

# <u>6:35 P.M.</u>

3.1

**3.** CLOSED SESSION – WPUSD District Office – 4<sup>th</sup> Floor Overlook Room

**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	<b>CONFERENCE WITH REAL PROPERTY NEGOTIATOR</b> Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)
3.3	<b>CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION</b> CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF- 15-514477
3.4	<b>PERSONNEL</b> Public Employee Employment/Discipline/Dismissal/Release <i>Roll call vote:</i>
Hall	JOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – District Office/City Blvd., - 3 <sup>rd</sup> Floor Conference Room Board of Trustees will disclose any action taken in Closed Session regarding the following items:
4.1	<ul> <li>Page 11 - CONFERENCE WITH LABOR NEGOTIATOR</li> <li>Bargaining groups: WPTA &amp; CSEA Negotiations</li> <li>Agency Negotiators:</li> <li>~Scott Leaman, Superintendent</li> <li>~Gabe Simon, Assistant Superintendent of Personnel Services</li> <li>~Audrey Kilpatrick, Assistant Superintendent of Business and Operations</li> <li>~Kerry Callahan, Assistant Superintendent of Educational Services</li> </ul>
	No action taken
4.2	<i>Page 12 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR</i> 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 13 - 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 14 - PERSONNEL Public Employee Employment/Discipline/Dismissal/Release
	No action taken

5. Page 16-163 - CONSENT AGENDA

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Ratification of Contract Top Golf and WPUSD Annual District Administrator's Orientation Meeting

#### Regular Meeting of the Board of Trustees June 19, 2018 Minutes

5.4	Ratification of Contract with County of Placer and WPUSD
5.5	Ratification of Contract – Emmaus and Western Placer Unified School District
5.6	Ratification of Contract – KaBOOM and WPUSD – Playground at COES
5.7	2018-19 Agricultural Career Technical Education Incentive Grant
5.8	Ratification of Agreement between San Joaquin Delta College and WPUSD for
	the Speech Language Pathology Assistant Program
5.9	Ratification of Contract with I-LEAD
5.10	Ratification of Annual Contract with Schoology
5.11	CARS/Consolidated Application (Spring Release)
5.12	Ratification of Contract with CodeHS
5.13	Ratification of Contract – MCT Vision Screening
5.14	Approve donation for Sheridan Elementary School
5.15	Approve donation for Lincoln High School Ag. Department
5.16	Report of Disclosure Requirements for Quarterly Reports of Investments
	Motion by Mr. Haley, seconded by Mr. Armitage, 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

### 7. **REPORTS & COMMUNICATION**

Lincoln High School Student Advisory –

>Western Placer Teacher's Association, Tim Allen discussed the Janis decision talked about non-members, and the discussion of not paying union dues. CTA is working on it. He is ready to begin his vacation.

Western Placer Classified Employee Association, Gus Nevarez had no report
 Superintendent - Scott Leaman shared the following:

- Reported Schools are closed, and thanked the board for attending all the graduations/promotions
- Voted today to disband the volunteer center
- District Office is open 10:00 to 2:00
- On July 3<sup>rd</sup> there will be a special board meeting, starting at 5:30 in the zebra room, 4<sup>th</sup> floor.
- Discussing with both CSEA and WPTA on how the rule of the discussion on union dues.
- This is our last regular board meeting, it's been a wonderful year, a lot of projections going on.
- Will do an evaluation in August

## 8. **ACTION ODISCUSSION OINFORMATION**

8.1 Action Page 165 – <u>APPROVE RESOLUTION NO. 17/18.30 – THE</u> <u>EDUCATION PROTECTION ACCOUNT AND SPENDING PLAN</u> <u>FOR 2018-19</u> – Kilpatrick (17-18 G & O Component I, II, III, IV, V) •Proposition 30, The Schools and Local Public Safety Protection Act of 2012, added Article X111, Section 36 to the California Constitution effective November 7, 2012 (sun setting 12/31/2017), and Proposition 55 Article X111, Section 36 to the California Constitution effective November 8, 2016 (commencing 01/01/2018), temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

Audrey Kilpatrick presented the Education Protection Account and plan for approval. Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 5-0 (*Ayes: Haley, Wyatt, Armitage, Long, Carras No: None*) roll call vote to approve Resolution No. 17/18.30 Education Protection Account and Spending Plan for 2018-19.

8.2 Action Page 169 - APPROVE RESOLUTION NO. 17/18.31, AUTHORIZING THE SUPERINTENDENT OR ASSISTANT SUPERINTENDENT OF BUSINESS TO AWARD AND EXECUTE CONTRACTS DURING THE MONTHS OF JULY AND AUGUST - Adell (17-18 G & O Component I, II, III, IV, V)

> •Due to the infrequency of Board Meetings during July and August, and from time to time a contract competitively bid that is reasonably necessary and appropriate to the normal operation and management of the District may require award and execution during the months of July and August, it is in the best interest of the District to delegate the power to award and execute contracts during these months to avoid costly delays.

> Mike Adell presented Resolution No. 17/18.31 for approval. Mike shared due to the timing issue and cost delays, this will allow facilities to move forward with projects during the summer if administration is out. Motion by Mr. Long, seconded by Mr. Haley, and passed by a 5-0 (Ayes: Wyatt, Armitage, Long, Haley, Carras No: None)roll call vote to approve Resolution No. 17/18.31 Authorizing the Superintendent or Assistant Superintendent of Business to award the executed contracts during the months of July and August.

8.3 Action Page 172 - <u>APPROVAL OF THE LCAP</u> - Callahan (17-18 G & O Component I, II, III, IV, V)
• The District has prepared the Local Control Accountability Plan (LCAP), including the annual update, for board review and adoption. To see LCAP go to

(www.wpusd.k12.ca.us).

Kerry Callahan presented the LCAP for approval. Minor adjustments were made to be aliened on budgetary issues. Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve the Local Control Accountability Plan (LCAP).

8.4 Discussion/ Action Action Page 173 – CONSIDER APPROVING RESOLUTION NO. 17/18.32 AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS – Simon (17-18 G & O Component I, 11, 111, IV, V) •Pursuant of Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 17/18.32.

Scott Leaman presented the Resolution No. 17/18.32 for approval. CTA President, Gus Nevarez requested this item be pulled until he had a chance to review with the Human Resource Department. This item was pulled from the agenda.

#### 8.5 Discussion/ Page 176 - CONSIDER APPROVING JOB DESCRIPTION AND Action SALARY SCHEDULE FOR MARKETING AND COMMUNICATIONS COORDINATOR - Simon (17-18 G & O Component I, II, III, IV, V)

•As a part of the ongoing review of District needs by the District there exists a need to approve a job description for a Marketing and Communications Coordinator position which is a Classified Management position. Marketing and communications efforts will continue to assist the District in supporting enrollment and will assist in the continued communication about our schools and programs in the community.

Scott Leaman presented the job descriptions and salary schedule for approval. This is a half time Marketing and Communications Coordinator position. Motion by Mr. Haley, seconded by Mr. Armitage and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve job description and salary schedule for Marketing and Communications Coordinator.

#### 8.6 Discussion/ Action BALARY SCHEDULE FOR COORDINATOR OF EDUCATIONAL TECHNOLOGY - Simon (17-18 G & O Component I, II, III, IV, V)

•As a part of the ongoing review of staffing needs by the District there exists a need to approve a new job description and revised salary schedule for certificated management to allow for the addition of a Coordinator of Educational Technology. With the integration of technology in education, it is essential to have someone dedicated to support staff in successfully implementing various technology to support student achievement and college and career readiness.

Scott Leaman presented the job description and salary schedule for approval. 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 job description and salary schedule for Coordinator and Educational Technology.

#### 8.7 Action Page 185 – <u>APPROVE RESOLUTION NO. 17/18.33 AUTHORIZING</u> <u>CHANGES TO CONFLICT OF INTEREST CODE AND</u> <u>APPENDIX (EXHIBIT 9270) OF THE WESTERN PLACER</u> <u>UNIFIED SCHOOL DISTRICT</u> – Leaman (17-18 G & O Component I, 1I, III, IV, V)

•Changes to the Conflict of Interest Code, Appendix (Exhibit 9270) of the Western Placer Unified School district requires board approval when changes are made. Attached is Resolution No. 17/18.33 along with the revised Appendix (Exhibit 9270) for board approval.

Scott Leaman presented the Resolution 17/18.33 for approval. Motion Mr. Long, seconded by Mr. Haley and passed by a 5-0 (Ayes: Armitage, Long, Haley, Wyatt, Carras No: None) roll call vote to approve Resolution No. 17/18.33 Authorizing changes to Conflict of Interest Code and Appendix (Exhibit 9270) of the Western Placer Unified School District Policies.

8.8 Action

#### Page 190 – 2018-19 WESTERN PLACER UNIFIED SCHOOL

**DISTRICT ADOPTED BUDGET** – Kilpatrick (17-18 G & O Component I, II, III, IV, V)

•By June  $30^{th}$  of each year, the school district must adopt a budget for all funds for the ensuing fiscal year. Prior to adoption of the budget, the Board must conduct a public hearing. This is in accordance with state prescribed procedures for single budget adoption, which require that the budget be adopted and submitted to the County Office of Education on state required forms by June  $30^{th}$ .

Audrey Kilpatrick presented the board with the budget for approval. She reviewed the following:

- WPUSD 2018-19 Budget Assumptions
- WPUSD 2018-19 General Fund Budget
- 2017-18 2<sup>nd</sup> Interim vs. 2017-18 Estimated Actuals
- Major Changes in 2017-18 Budget
- Enrollment and ADA Projections
- Categorical Revenues and Contributions (Encroachment)
- CalSTRS and CalPERS Employer Contributions
- Multi-Year Projections
- Details of Components of Ending Fund Balance
- 2018-19 Adopted Budget Other Funds
- The Future: ~Finishing the Budget Cycle

Motion by Mr. Armitage, seconded by Mrs. Wyatt and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve the 2018-19 Western Placer Unified School District Adopted Budget.

8.9 Discussion Action

# on Page 386 – <u>NAMING OF NEW ELEMENTARY SCHOOL</u> – Leaman (17-18 G & O Component I, II, III, IV, V)

•The Western Placer Unified School District will be opening a new elementary school in the south area of Lincoln Crossing in the Fall of 2020. Based on prior Board discussion, potential names, mascots, and colors have been solicited from the community and are attached.

Scott Leaman presented the naming of the new elementary school for discussion. He presented the overwhelming responses from the community. After some discussion, he would like summarizing the list and bring it back for discussion.

#### 8.10 Discussion Page 408 - <u>NAMING OF NEW HIGH SCHOOL</u> - Leaman

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

•The Western Placer Unified School District will be opening a new high school in the Twelve Bridges area of Lincoln in the Fall of 2021. Based on prior Board discussion, potential names, mascots, and colors have been solicited from the community and are attached.

Scott Learnan presented the naming of the new high school for discussion. Looking at doing a similar process, clean it up and bring it back to the July 3<sup>rd</sup> meeting for discussion.

#### 8.11 Discussion Page 425 – PLACER COUNTY SCHOOL BOARDS ASSOCIATION ELECTIONS – COMMITTEE NOMINATIONS – Leaman (17-18 G & O Component I, II, III, IV, V)

•Placer County School Boards Association (PCSBA) has two – 2-year positions expiring in November 2018 on the Executive Committee of the Placer County School Boards Association

Scott Leman presented the discussion of elections for the PCSBA. The board elected to not serve on the Placer County School Board Elections Committee.

#### 8.12 Action Page 429 - 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 4112.8 Employment of Relatives
- BP/AR 4158/4258/4358 Employee Security
- BP/AR 4161.9/4261.9/4361.9 Catastrophic Leave Program
- BP/AR 5145.13 Response to Immigration Enforcement
- BP/AR 5145.3 Nondiscrimination/Harassment
- BP 5145.9 Hate-Motivated Behavior

Scott Leaman presented the policies for approval. Motion by Mr. Haley, seconded by Mr. Armitage and passed by a 5-0 (Ayes: Armitage, Carras, Haley, Long, Wyatt No: None) vote to approve revised policies and regulations 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.

• School Safety

really good.

**BOARD MEMBER REPORTS/COMMENTS** 

made the trophies that were presented at the Model A show.

9.2

10.

11.

Mrs. Wyatt shared the sober grad event	was successful
Mr. Armitage shared the PHS graduati	on was great. He also commented on the
student's concerns about fire drills, and c	oncerns about shooters. Headed to Canada
for vacation.	
<b>Mr. Carras</b> shared he attended the GEN with the city related to school safety.	1S promotion, and is planning on working
ESTABLISHMENT OF NEXT MEETING(S	
The President will establish the following meeting(s	
>July 3, 2018 7:00 P.M., Special Meeti	•
Office/City Hall Bldg., 4th Floor Zebra	Koom
ADJOURNMENT	
There being no further business the meeting was	s adjourned at 8:10 p.m.
Pa	ul Carras, President

Mr. Long attended the high school graduation, it was a lot of fun. Scott Seacrest

Mr. Haley enjoyed the graduation, Randy Wood was well organized, and it was

Brian Haley, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

Accommodating Those Individuals with Special Needs:

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

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

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

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

SUBJECT: Approval of Warrants AGENDA ITEM AREA: Consent Agenda

**ENCLOSURES:** 

**REQUESTED BY:** Audrey Kilpatrick Assistant Superintendent of Business and Operations

**DEPARTMENT:** Business Services Warrants may be found at www.wpusd.k12.ca.us

FINANCIAL INPUT/SOURCE: N/A

#### MEETING DATE: July 3, 2018

**ROLL CALL REQUIRED:** N/A

# **BACKGROUND:**

The Board of Trustees will consider approval of warrants paid since the June 5, 2018 board meeting.

# **RECOMMENDATION:**

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

**Board Report** 

Check	Check	Pay to the Order of		Expensed	Check
lumber	Date		FD-OB.		Amouni
628393	06/22/2018	BALFOUR	01-430		922.25
628394	06/22/2018	CDW GOVERNMENT INC	01-430		778.83
628395	06/22/2018	CONSERVATION AMBASSADORS ZOO TO YOU	01-430		400.00
628396	06/22/2018	DIRECT PRESS 2	01-430	00	918.53
628397	06/22/2018	DISCOVERY OFFICE SYSTEMS	01-560	00	170.51
628398	06/22/2018	GOLD COUNTRY MEDIA PUBLICATIONS	01-430	00	561.00
628399	06/22/2018	GREENHOUSE MEGASTORE	01-430	00	322.44
628400	06/22/2018	OFFICE DEPOT	01-430	00	7.50
628401	06/22/2018	SCHOOL SPECIALTY INC	01-430	00	264.31
628402	06/22/2018	STAPLES BUSINESS ADVANTAGE	01-430	00	26.80
628403	06/22/2018	TEACHER DIRECT	01-430	00 141.32	
			Unpaid Ti	ax 9.56-	131.76
5628404	06/22/2018	VIKING SHRED LLC	01-580	<b>)0</b>	154.30
628405	06/22/2018	WESTERN TOOL SUPPLY	01-430	00	582.75
5628406	06/22/2018	WOODWIND & BRASSWIND	01-430	0 921.99	
			01-440	0 2,844.20	3,766.19
628407	06/22/2018	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-580	00	1,116.12
5628408	06/22/2018	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-580	00	12,905.75
5628409	06/22/2018	TOTAL EDUCATIONAL SYS SUPPORT	01-580	00	20,900.00
5628410	06/22/2018	YOUTH DEVELOPMENT NETWORK	01-430	00	1,200.00
628411	06/22/2018	BANK OF AMERICA #4333	01-440	1,860.59	
			01-520	0 1,241.77	3,102.36
628412	06/22/2018	MEDICAB OF SACRAMENTO/SIERRA	01-580	00	2,813.50
628413	06/22/2018	DANIELSEN COMPANY	13-43	30 54.59	
			13-47	10 367.00	421.59
628414	06/22/2018	MINDWARE BRAINY TOYS	01-430	0 1,255.81	
			Unpaid Ta	ax 77.65-	1,178.16
628415	06/22/2018	ORIENTAL TRADING COMPANY INC	01-430	00 1,875.88	
			Unpaid Ta	ax 115.99-	1,759.89
628416	06/22/2018	S & S WORLDWIDE	01-430	00	1,180.11
628417	06/22/2018	SAFEWAY INC	01-430	<b>OC</b>	850.35
5628418	06/22/2018	SCHOOL SPECIALTY INC	01-430	00	709.37
5628419	06/22/2018	GUIDING HANDS SCHOOL INC.	01-580	00	3,083.36
628420	06/22/2018	JABBERGYM INC.	01-580	00	6,365.00
628421	06/22/2018	MEDICAB OF SACRAMENTO/SIERRA	01-580	00	880.00
		Tota	I Number of Checks	29	67,472.73
		Fund Re	ecap		-
	Fund	Description	Check Count	Expensed Amount	
	01	General Fund	28	67,254.34	-
	13	Cafeteria Fund	1	421.59	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. ESCAPE ONLINE Page 1 of 2

022 - Western Placer Unified School District

Checks Dated 06/22/2018			
Check Check Pay to the Order of Number Date		Expensed Check FD-OBJT Amount Amount	
Total Number of Checks	29	67,675.93	
Less Unpaid Tax Liability		203.20-	
Net (Check Amount)		67,472.73	

 The preceding Checks have been issued in accordance with the District's Policy and authorization
 ESCAPE
 Image: Solution

 of the Board of Trustees. It is recommended that the preceding Checks be approved.
 Page 2 of 2

#### **Board Report**

2,538.19

Check Number	Check Date	Pay to the Order of		FD-OBJT	Expensed Amount	Check Amount
35627612	06/20/2018	STAPLES BUSINESS ADVANTAGE		01-4300	2,513.40	
				11-4300	73.32	
				13-4300	48.53	2,538.19
			Total Number of Checks	1		2,538.19
		Fur	nd Recap			
	Fund	Description	Check Count	Exp	ensed Amount	
	Fund 01	Description General Fund	Check Count	Exp	ensed Amount 2,513.40	
			Check Count 1 1	Exp		
	01	General Fund	Check Count 1 1 1	Exp	2,513.40	
	01 11	General Fund Adult Education Fund	Check Count 1 1 1 1	Exp	2,513.40 73.32	

Less Unpaid Tax Liability Net (Check Amount)

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.

**Board Report** 

	ated 06/15/20			Evnanced	Check
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Amount
5626964	06/15/2018	Brooke A. Barker	01-5200		7.14
5626965	06/15/2018	Rosemary Knutson	01-4300		21.44
5626966	06/15/2018	A-Z BUS SALES INC	01-4365		12.02
5626967	06/15/2018	AT&T	01-5560		5,299.02
5626968	06/15/2018	BIDWELL WATER	01-4300		75.00
35626969	06/15/2018	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		157.29
5626970	06/15/2018	CDW GOVERNMENT INC	01-4300	· · · ·	8,870.55
5626971	06/15/2018	CITRUS HEIGHTS SAW & MOWER	01-4365	2,149.48	
			01-5600	853.26	3,002.74
5626972	06/15/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,741.74
5626973	06/15/2018	ECORP CONSULTING INC	21-6140		9,025.00
5626974	06/15/2018	GCR TIRES & SERVICE	01-4360		140.09
5626975	06/15/2018	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		397.69
5626976	06/15/2018	GRAINGER	01-4300		55.67
35626977	06/15/2018	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		2,257.18
5626978	06/15/2018	KINGSLEY BOGARD THOMPSON	01-5810		2,566.50
5626979	06/15/2018	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		390.00
35626980	06/15/2018	NAVIA BENEFIT SOLUTIONS	01-5800		154.00
5626981	06/15/2018	NORMAC	01-4300		478.08
5626982	06/15/2018	OFFICE DEPOT	01-4300		550.19
5626983	06/15/2018	PACIFIC GAS & ELECTRIC CO	01-5510		1,503.00
35626984	06/15/2018	PADRE ASSOCIATES, INC.	21-6140		875.00
5626985	06/15/2018	RAY MORGAN CO. / CHICO	01-5600		54.21
5626986	06/15/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-4300	1,982.67	
			01-5600	1,431.63	3,414.30
35626987	06/15/2018	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		769.13
5626988	06/15/2018	SUTTER MEDICAL FOUNDATION	01-5800		640.00
5626989	06/15/2018	Abigail C. Castillo	01-5200		205.47
5626990	06/15/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		622.77
5626991	06/15/2018	PROPACIFIC FRESH	13-4710		756.88
5626992	06/15/2018	SCHOOL SPECIALTY INC	01-4300		3,554.18
5626993	06/15/2018	UNIFIRST CORPORATION	13-5800		155.06
5626994	06/15/2018	AMY SCHWEIM	13-8634		21.35
5626995	06/15/2018	CYNTHIA QUIST	13-8634		10.50
5626996	06/15/2018	and the second	13-8634		22.90
35626997	06/15/2018	JONATHAN SUTCLIFFE	13-8634		45.25
5626998	06/15/2018	MARIELLE BENIQUEZ	13-8634		33.00
35626999	06/15/2018	Connie Contreras	13-5200		9.59
35627000	06/15/2018	Debra A. Freid	01-4300		91.50

 The preceding Checks have been issued in accordance with the District's Policy and authorization
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 of the Board of Trustees. It is recommended that the preceding Checks be approved.
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ESCAPE ONLINE Page 1 of 3

**Board Report** 

heck lumber	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
5627001	06/15/2018	Amanda Y. Gee	01-5200		386.01
5627002	06/15/2018	Michael G. Maul	01-4300		465.89
5627003	06/15/2018	Gina M. Robinson	01-4300		177.95
5627004	06/15/2018	Deborah C. Tofft	01-4300		163.99
627005	06/15/2018	William D. Trueman	01-4300		467.60
627006	06/15/2018	AIRGAS	01-4300		89.05
627007	06/15/2018	ALL METALS SUPPLY INC	01-4300		255.51
627008	06/15/2018	AVID CENTER	01-5200		795.00
627009	06/15/2018	BALFOUR	01-4300		3,183.24
627010	06/15/2018	CDW GOVERNMENT INC	01-4300	11,533.50	
			01-4400	1,818.20	13,351.70
627011	06/15/2018	CELEBRATIONS PARTY RENTALS	01-5600	11년 주문 문	1,742.01
627012	06/15/2018	CITY OF LINCOLN/NON UTILITY	01-5800		216.00
627013	06/15/2018	D3 SPORTS	01-4300		253.31
627014		FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		682.43
627015	06/15/2018	JONES SCHOOL SUPPLY CO INC	01-4300	577.47	1997 - 1997 -
			Unpaid Tax	37.30-	540.17
627016	06/15/2018	JOSTENS	01-4300		9,457.08
627017	06/15/2018	KRISTON L TAGUE - DBA TAGUE BAND INSTRUMENT SERVICES	01-5600		129.69
627018	06/15/2018	LEGO EDUCATION	01-4300		8,836.33
627019	06/15/2018	LITTLE CAESARS PIZZA	01-4300	a da ante da segu	99.48
627020	06/15/2018	LOWE'S	01-4300		527.83
627021	06/15/2018	MUSICIANS FRIEND	01-4300		242.34
627022	06/15/2018	NASCO MODESTO	01-4300		35.61
627023	06/15/2018	NRP - PREMIER GRAD PRODUCTS	01-4300	702.49	
			Unpaid Tax	47.49-	655.00
627024	06/15/2018	OFFICE DEPOT	01-4300		176.74
627025	06/15/2018	ORIENTAL TRADING COMPANY INC	01-4300	25.79	
			Unpaid Tax	1.60-	24.19
627026	06/15/2018	PLACER FARM SUPPLY	01-4300		426.43
627027	06/15/2018	RAY MORGAN CO. / CHICO	01-5600		754.19
627028	06/15/2018	SAFEWAY INC	01-4300		108.86
627029	06/15/2018	SIERRA HAY & FEED	01-4300		167.45
627030	06/15/2018	THE COLLEGE BOARD	01-5800		27,252.00
627031	06/15/2018	Alexis Bewley	01-5800		250.00
627032	06/15/2018	Leah M. Contaxis	01-5200		33.46
627033	06/15/2018	Victoria M. Croall	01-9550		1,313.34
627034	06/15/2018	Shannon M. De Arkland	01-5200		77.94
627035	06/15/2018	Amber N. Hichborn	01-5200	a participation	180.94
627036	06/15/2018	Vincent R. Hurtado	01-4300		52.45
627037	06/15/2018	Tracey N. Lillie	11-5200		151.51
627038	06/15/2018	Kristin N. Morford	01-5200		89.81
627039	06/15/2018	Victoria A. Thomas	01-4300		204.45
627040	06/15/2018	CABE	01-5200		385.00

of the Board of Trustees. It is recommended that the preceding Checks be approved.

022 - Western Placer Unified School District

Page 2 of 3 2018

Generated for Evelyn Keaton (EKEATONAP), Jun 18 2018 12:32PM 34

#### **Board Report**

Check Number	Check Date	Pay to the Order of		FD-OBJT	Expensed Amount	Check Amount
85627042	06/15/2018	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	ο, εται τομη η τροποιού αποτοποιού του το το το το το το το το το δια διαδογιατικο το πολογιατικο το πολογιατικ	01-5800	ananan tang uni puri puri punya ang ang ang ang ang ang ang ang ang an	756.00
85627043	06/15/2018	PCOE - PLACER CO OFFICE OF ED		01-5200		100.00
35627044	06/15/2018	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD		01-4300	4,574.12	
		승규는 문제 전문을 가장하는 것		01-5200	1,569.30	
				01-5800	411.25	
				13-4300	86.87	
				13-4400	2,314.62	
				13-4710	11.26	8,967.42
		Tot	al Number of Checks	81		132,706.88
		Fund F	Recap			
	Fund	Description	Check Count	Exp	ensed Amount	
	01	General Fund	69		118,651.71	
	11	Adult Education Fund	1		151.51	
	13	Cafeteria Fund	10		4,090.05	
	21	Building Fund #1	2		9,900.00	
		Total Number of Checks	81		132,793.27	
		Less Unpaid Tax Liability			86.39-	
		Net (Check Amount)			132,706.88	

ESCAPE COMMENSE 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. Page 3 of 3

**Board Report** 

heck lumber	Check Date	Pay to the Order of	FD-OBJT		heck ount
5625443	06/08/2018	Maria H. Bettini	01-5200		26.16
5625444	06/08/2018	Marilou B. Edwards	01-4300	10	01.54
5625445	06/08/2018	Kelley D. Gordon	01-5200	17	78.22
5625446	06/08/2018	Bhawnpreet Kaur	01-5200	14	44,43
5625447	06/08/2018	Jeanne L. Kessler	01-5200	6	67.22
5625448	06/08/2018	Jina S. Martelle	01-5200	(	67.78
5625449	06/08/2018	Gina M. Robinson	01-5200		76.59
5625450	06/08/2018	APPLE INC.	01-4390		92.00
5625451	06/08/2018	CDW GOVERNMENT INC	01-4300	2,850.46	
020401	00/00/2010		01-4390	24.94	
		aa waalaa ahaa ku ii ta Coolaa ka	01-4400	(i) A set of the se	90.92
5625452	06/08/2018	COAST TO COAST COMPUTER PRODUCTS	01-4300		40.93
5625453	06/08/2018	CURRICULUM ASSOCIATES INC.	01-4300	c	97.59
5625454	06/08/2018	ELISE HAUGH - DBA SPEECH &	01-4300		00.00
COEVEE	00/00/0040	LANGUAGE THERAPY &	01 5000	a da sa ka sa ka sa	12 10
625455	06/08/2018	LEARNING SOLUTIONS INC	01-5800		13.40
5625456	06/08/2018	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		22.60
625457	06/08/2018	MEDICAB OF SACRAMENTO/SIERRA	01-5800		77.50
625458	06/08/2018	MEDICAL BILLING TECHNOLOGIES	01-5800	28	81.85
625459	06/08/2018		01-5800	ala a Bara asis in 1 <b>74</b>	41.20
625460	06/08/2018	PESI HEALTHCARE	01-4300	7	76.08
625461	06/08/2018	POINT QUEST PEDIATRIC THERAPIES, LLC	01-5800	5,17	79.20
625462	06/08/2018	SACRAMENTO CO OFFICE OF ED.	01-5200	1,20	00.00
625463	06/08/2018	SIG EMPLOYEE BENEFITS TRUST	76-9558	708,72	24.55
625464	06/08/2018	THOMAS L WILLIAMS - DBA I - LEAD, INSTITUTE FOR	01-5800	9,15	50.00
625465	06/08/2018	AIR CONTROL SERVICES, INC.	13-5600	41	19.00
625466	06/08/2018	PRODUCERS DAIRY FOODS, INC.	13-4710	2,24	41.29
625467	06/08/2018	PROPACIFIC FRESH	13-4710	1,56	62.78
625468	06/08/2018	ANTHONY ARKELL	13-8634		9.75
625469	06/08/2018	HEATHER SPAIN	13-8634	1	14.75
625470	06/08/2018	ADVANCED INTEGRATED PEST	01-5800		26.00
625471	06/08/2018	ANGELINA BROWN - DBA ANGEION CONSULTING	01-5800	医输出 医牙子的 医马克马氏马氏马克氏马氏白色	00.00
625472	06/08/2018	APPROVED SAFE & LOCK	01-4300	515.18	
005470	0010010040		01-5600		94.18
625473	06/08/2018	B.Z. SERVICE STATION	01-5600	ションボル しゃうちょう シャーム おうかる	22.94
625474		BETH'S CONSTRUCTION, INC.	01-5600		
625475	06/08/2018		21-6140		10.00
625476	06/08/2018	CDW GOVERNMENT INC	01-4300		59.14
625477	06/08/2018	CLIMATE CONTROL INC	01-5600	395.00	
가 산다. 다음 남음 	ang kabara	ug de la sue presenta de la completa da completa de la completa de la completa de la completa de la completa d Completa	01-5800		37.50
625478	06/08/2018	DAWSON OIL COMPANY	01-4345	6,017.46	
			01-4350	15,316.00 21,33	33.46

of the Board of Trustees. It is recommended that the preceding Checks be approved.

Page 1 of 3

**Board Report** 

Check	Check	Pay to the Order of	FD-OBJT	Expensed	Check
Number	Date			Amount	Amount
35625479	06/08/2018	DSA - DIVISION OF THE STATE ARCHITECT	01-6400		1,984.00
85625480	06/08/2018	FAR WEST RENTS & READY MIX	01-5600		254.00
35625481	06/08/2018	HILLYARD / SACRAMENTO	01-4300		358.81
35625482	06/08/2018	HORIZON	01-4300		1,337.68
35625483	06/08/2018	LANDMARK CONSTRUCTION	21-6270		688,556.05
35625484	06/08/2018	NATIONAL CINE MEDIA LLC	01-5800		900.00
35625485	06/08/2018	NORMAC	01-4300		102.75
35625486	06/08/2018	PACIFIC GAS & ELECTRIC CO	01-5510		7,908.35
35625487	06/08/2018	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		836.73
35625488	06/08/2018	SAC VAL JANITORIAL SALES	01-4300		824.58
35625489	06/08/2018	SHI INTERNATIONAL CORP	01-5800		32,668.90
35625490	06/08/2018	US BANK CORP TRUST SERVICE	49-5800		1,100.00
35625491	06/08/2018	WALTER MAY	21-6290		15,640.00
35625492	06/08/2018	Robert L. Pierce II	01-5200		402.89
35625493	06/08/2018	Jennifer E. Villanueva	01-4300		53.00
35625494	06/08/2018	ADD SOME CLASS	01-4300	1,391.04	
			01-4400	4,146.32	5,537.36
35625495	06/08/2018	BURKETT'S OFFICE	01-4300		341.06
35625496	06/08/2018	CDW GOVERNMENT INC	01-4300	885.96	
		문화물론을 물질을 수 있는 것이 없는 것이 없다.	01-4400	540.44	1,426.40
35625497	06/08/2018	CHEVRON	01-4300	374.61	
			01-4345	286.41	661.02
35625498	06/08/2018	DISCOVERY OFFICE SYSTEMS	01-4300		730.18
35625499	06/08/2018	EDGEWOOD PRESS	01-4300		952.09
15625500	06/08/2018	FLORAL RESOURCES SACRAMENTO	01-4300		95.77
35625501	06/08/2018	FORESTRY SUPPLIERS INC	01-4300		69.15
35625502	06/08/2018	LHS FARM FOUNDATION	01-8699		14,773.52
5625503	06/08/2018	MJB WELDING SUPPLY, INC.	01-4300		47.50
35625504	06/08/2018	NASCO MODESTO	01-4300		595.07
5625505	06/08/2018	OFFICE DEPOT	01-4300		153.75
5625506	06/08/2018	REALLY GOOD STUFF	01-4300	155.33	
			Unpaid Tax	9.49-	145.84
5625507	06/08/2018	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
5625508	06/08/2018	RIEBES AUTO PARTS	01-4300		37.17
5625509	06/08/2018	SACRAMENTO CO OFFICE OF ED.	01-5800		175.00
5625510	06/08/2018	SAFEWAY INC	01-4300		1,593.95
5625511	06/08/2018	SCHOOL SPECIALTY INC	01-4300		222.43
5625512	06/08/2018	STAPLES BUSINESS ADVANTAGE	01-4300	23,220.64	
			11-4300	343.85	
			13-4300	48.53	23,613.02
5625513	06/08/2018	TEACHER DIRECT	01-4300	115.04	
	,		Unpaid Tax	7.78-	107.26
5625514	06/08/2018	VIKING SHRED LLC	01-4300		47.99
		een issued in accordance with the District's Poli		ESCAP	E ONEINE
n me Koard of T	rustees. It is	recommended that the preceding Checks be ap	proved.		Page 2 of 3

### **Board Report**

1,609,648.82

Checks Da	ted 06/08/20	18			
Check Number	Check Date	Pay to the Order of		Expensed FD-OBJT Amount	Checi Amoun
85625515	06/08/2018	Jackson Esparza	nadan ar a fan ffe de ferie de ferie af de se ferien fan de ferie fer ferie fer en fer in de ferien en se en om	01-5800	250.00
85625516	06/08/2018	Leanna Bledsoe		01-5800	500.00
85625517	06/08/2018	Leslie Vite		01-5800	250.00
			Total Number of Checks	75	1,609,648.82
	·····	Fu	nd Recap		-
	Fund	Description	Check Count	Expensed Amount	
	01	General Fund	65	190,795.54	
	11	Adult Education Fund	1	343.85	
	13	Cafeteria Fund	6	4,296.10	
	21	Building Fund #1	3	704,406.05	
	49	Mello Roos Capital Projects	1	1,100.00	
	76	Payroll Fund	1	708,724.55	
		Total Number of Checks	75	1,609,666.09	-
		Less Unpaid Tax Liability		17.27-	

Net (Check Amount)

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 ON TREE Page 3 of 3

**Board Report** 

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
35624178	06/01/2018	DANIELSEN COMPANY	13-4710		505.36
5624179	06/01/2018	DISCOUNT SCHOOL SUPPLY	01-4300		323.55
5624180	06/01/2018	GOLD STAR FOODS, INC	13-4380	1,319.00	
			13-4710	264.43	1,583.43
5624181	06/01/2018	PLACER CO ENVIRONMENTAL HEALTH	13-5800		5,714.00
5624182	06/01/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		2,320.00
5624183	06/01/2018	PROPACIFIC FRESH	13-4710		734.97
5624184	06/01/2018	UNIFIRST CORPORATION	13-5800		155.06
5624185	06/01/2018	ANDREW SISK	13-8634		12.25
5624186	06/01/2018	DIANE BROWN	13-8634		22.10
5624187	06/01/2018	GIA KRAMER	13-8634		57.00
5624188	06/01/2018	JANET OROPEZA	13-8634		23.75
5624189	06/01/2018	JILL WILLIAMS	13-8634		265.50
5624190	06/01/2018	KAREN ROSE	13-8634		56.35
5624191	06/01/2018	KRISTI MIRICH	13-8634		72.25
5624192	06/01/2018	SHERRI OLSON	13-8634		7.00
5624193		XIN MA	73-5850		200.00
5624194	06/01/2018	Cindy J. Hood	01-5200		31.88
5624195	06/01/2018	Karen A. Roberts	01-4300		155.73
5624196	06/01/2018	Charles E. Whitecotton	01-4300		21.85
5624197	06/01/2018	ALL METALS SUPPLY INC	01-4300		4,947.42
5624198	06/01/2018	AVID CENTER	01-5800		870.00
5624199	06/01/2018	BUREAU OF EDUCATION & RESEARCH	01-4300		239.00
35624200	06/01/2018	CDW GOVERNMENT INC	01-4300		209.25
5624201	06/01/2018	DICK BLICK COMPANY	01-4300		60.00
5624202	06/01/2018	DIRECT PRESS 2	01-4300		247.93
5624203		FLORA FRESH, INC.	01-4300		69.71
5624204	06/01/2018	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200	389.33	
			01-4300	46.79	436.12
5624205	06/01/2018	FREY SCIENTIFIC	01-4300		915.59
5624206	06/01/2018	MJB WELDING SUPPLY, INC.	01-4300		1,110.70
5624207	06/01/2018	NORTH STATE SCREENPRINT & ATHLETIC	01-4300		2,050.99
5624208	06/01/2018	PLACER CO ENVIRONMENTAL HEALTH	01-5800		1,263.00
35624209	06/01/2018	PLACER FARM SUPPLY	01-4300		426.43
5624210	06/01/2018	RAY MORGAN CO. / CHICO	01-5600		764.07
5624211	06/01/2018	SCHOOL SPECIALTY - PRMR AGNDA	01-4300		834.94
5624212	06/01/2018	SCHOOL SPECIALTY INC	01-4300		278.15
5624213	06/01/2018	STEPS TO LITERACY	01-4300	289.50	
			Unpaid Tax	19.57-	269.93
35624214	06/01/2018	TEACHERS PAY TEACHERS DEPT. 6759	01-4300	54.47	
			Unpaid Tax	3.48-	50.99

The preceding Checks have been issued in accordance with the District's Policy and authorization ESCAPE ONULINE of the Board of Trustees. It is recommended that the preceding Checks be approved. Page 1 of 2

### **Board Report**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85624215	06/01/2018	WARD'S NATURAL SCIENCE	01-4300	······	198.35
85624216	06/01/2018	WESTERN TOOL SUPPLY	01-4300		2,441.39
85624217	06/01/2018	Deborah J. McKinnon	01-5200		16.35
85624218	06/01/2018	Katrina M. Moddelmog	01-5800		41.77
85624219	06/01/2018	Michelle K. Salli-Brown	01-5800		18.95
85624220	06/01/2018	DISCOVERY OFFICE SYSTEMS	01-5600		153.09
85624221	06/01/2018	FAR WEST RENTS & READY MIX	01-5600		196.00
85624222	06/01/2018	GCR TIRES & SERVICE	01-4360		908.95
85624223	06/01/2018	GRAINGER .	01-4300		51.28
85624224	06/01/2018	L & H AIRCO	01-5600		487.20
85624225	06/01/2018	PACIFIC GAS & ELECTRIC CO	01-5510		25,401.10
85624226	06/01/2018	PITNEY BOWES INC	01-5600		2,187.27
		Tota	Number of Checks 49		59,407.95

#### Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	34	47,701.98
13	Cafeteria Fund	14	11,529.02
73	Foundation Trust	1	200.00
	Total Number of Checks	49	59,431.00
	Less Unpaid Tax Liability		23.05-
	Net (Check Amount)		59,407.95

The preceding Checks have been issued in accordance with the District's Policy and authorization ESCAPE CONTRACTOR of the Board of Trustees. It is recommended that the preceding Checks be approved. Page 2 of 2



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

	ISSION 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				
<ol> <li>Foster a safe, caring environment where individual differences are valued and respected.</li> <li>Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and</li> </ol>				
3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleaniness and attractiveness.				
4. Promote the involvement of the community, parents, local g	overnment, business, service organizations, etc. as partners in			
the education of the students.				
5. Promote student health and nutrition in order to enhance re	adiness for learning.			
	AGENDA ITEM AREA:			
SUBJECT:	AGENDA HEW AREA.			
Ratification of Agreement with PCOE and	Consent			
Western Placer Unified School District –				
Child and Adult Care Food Program				
REQUESTED BY:	ENCLOSURES:			
Δ				
Audrey Kilpatrick	Yes			
Assistant Superintendent of				
Business and Operations				
DEPARTMENT:	FINANCIAL INPUT/SOURCE:			
DEPARTMENT.				
Business Services	Food Services Program Revenues			
	·			
MEETING DATE: ROLL CALL REQUIRED:				
July 3, 2018 No				
July 3, 2018				

### BACKGROUND:

The attached agreement is for services with PCOE and Western Placer Unified School District for the District Food Services program to supply meals for the PCOE Preschool Program. The services include preparation and supply of meals to Coppin C. Elementary School and First Street Elementary School for the 2018-19 school year. The funds received from providing the meals will go directly into the Food Services program.

### **RECOMMENDATION:**

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



Placer County Office of Education 360 Nevada Street, Auburn, CA 95603 (530) 889-8020 • Fax (530) 886-5841 • www.placercoe.k12.ca.us

Gayle Garbolino-Mojica, County Superintendent of Schools

### AGREEMENT FOR PROFESSIONAL SERVICES

This agreement for professional services ("Agreement") is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of the Placer County Office of Education ("PCOE"), and Western Placer Unified School District ("Consultant"). This Agreement is effective when signed by PCOE and Consultant and for reference only is dated June 12, 2018.

### 1.0 SCOPE OF WORK

PCOE hereby hires Consultant as an independent contractor to provide professional services as described in attachment A to this Agreement.

### 2.0 MODIFICATION

The scope of work and any other terms of this Agreement may be modified only by the written approval of both parties.

### 3.0 TERM AND TIME OF COMPLETION

This Agreement shall remain in force and effect from July 1, 2018 through June 30, 2019. Consultant agrees to complete all services and other duties contained within attachment A on or before June 30, 2019.

### 4.0 MANNER AND AMOUNT OF PAYMENT

For the performance of the professional services described in Section 1.0, PCOE shall pay a fee to Consultant as described in attachment A.

### 5.0 **PAYMENT SCHEDULE**

Payment shall be made to Consultant after the work is completed as provided for in attachment A. Notwithstanding any other terms of this Agreement, payments shall be made to Consultant when PCOE is satisfied that the work agreed to herein has been completed pursuant to the terms of this Agreement.

### 6.0 TRAVEL REIMBURSEMENT

Reimbursement for professional services shall not include travel time. Travel costs are the Consultant's responsibility and are inclusive in their fee.

### 7.0 WARRANTY

Consultant warrants that it has the expertise and experience and/or has individuals available to help in the performance of professional services as set forth in Section 1.0 in a manner consistent with generally accepted standards of Consultant's profession. Consultant further warrants that said services will be performed in conformance with all applicable federal, state, and local laws and regulations.

Page 1 of 9

### 8.0 RECORDS

Consultant shall maintain at all times complete records with regard to professional services performed under this Agreement and when requested, in a form mutually agreed to by the parties prior to the execution of the Agreement. PCOE shall have the right to inspect such records including receipts at any reasonable time. As an alternative to inspection, Consultant may furnish copies of the requested records to PCOE.

### 9.0 WORK PRODUCT AND CONFIDENTIALITY

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by Consultant within the course and scope of this Agreement, shall be as specified below the property of:

- a. 🗆 PCOE \_\_\_\_\_\_
- b. 🖸 Agency\_\_\_\_\_
- c. X Not Applicable\_\_\_\_\_

Consultant acknowledges that all information, communications, and work product made by, received by, transmitted by, or in the possession of Consultant as a result of this Agreement, may be confidential when subject to certain legal rights and privileges including, but not limited to, Attorney-Client Privilege and the Work Product Doctrine. Consultant agrees to take no action or otherwise fail to act that would jeopardize these rights and privileges.

### 10.0 STATUS OF CONSULTANT

Consultant is an independent contractor and not an employee of PCOE and is responsible for payment of all federal, state and local payroll taxes for and on behalf of Consultant and Consultant's employees. Nothing in this Agreement shall be interpreted or construed as creating an employment relationship between Consultant and PCOE. Consultant shall not unless authorized by PCOE, act or appear to act as an authorized representative of PCOE.

Consultant is responsible for maintaining appropriate tax related records. Consultant agrees that no taxes or deductions will be withheld from the payments made by PCOE to Consultant and that no taxes will be paid by PCOE on Consultant's behalf to any governmental taxing body. Further, in the event that PCOE is determined to be the employer of Consultant and is obligated thereby to pay any taxes or charges to any taxing body as a result of that determination, Consultant agrees to indemnify and hold harmless PCOE for all sums paid by Consultant to the taxing bodies and any expenses incurred incidental thereto, including attorneys' fees and costs.

Page 2 of 9

### 11.0 LICENSING OF CONSULTANT

Consultant is required to provide PCOE upon request, copies of any credentials certificates, permits, licenses, etc. that are required for the completion of the work agreed to herein.

#### 12.0 INSURANCE

Any worker's compensation insurance required as a result of this Agreement shall be the responsibility of Consultant.

Unless otherwise agreed, Consultant shall maintain general liability insurance, including automobile coverage, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury, property damage, and personal injury liability. When requested, the coverage shall be primary as to PCOE and shall name PCOE as an additional insured. In addition, Consultant shall maintain professional Errors & Omission liability insurance when requested by PCOE, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Unless otherwise agreed, copies of all policies or certificates of worker's compensation and liability insurance shall be provided to PCOE within ten (10) days of signing of this Agreement.

### 13.0 FINGERPRINT CLEARANCE

Prior to the execution of this Agreement, Consultant's employees, agents, contractors, or subcontractors who perform services of the type that, as determined by PCOE, will have more than limited contact with students, must have completed the Department of Justice's criminal background check through Live Scan fingerprinting and have the results electronically reported to the Consultant. Consultant must certify in writing that individuals who will have more than limited contact with students have no arrests pending or convictions of a violent or serious felony. (See Penal Code §§ 667.5 and 1192.7). A signed Consultant certification form as provided by PCOE will be submitted to PCOE upon request.

If the Consultant is the sole provider of the professional services described in Section 1.0 above, and the service, as determined by PCOE, is the type of consultant that will have more than limited contact with students, then Consultant as the sole provider of the service must complete directly through PCOE the DOJ criminal background check by live scan fingerprinting. PCOE shall then determine the clearance for the purpose of Consultant providing services to PCOE.

### 14.0 LOCATION OF WORK

Consultant when requested by PCOE shall perform professional services at the sites specified in attachment A or as directed by PCOE.

#### 15.0 TERMINATION

Unless otherwise agreed, this Agreement may be terminated at any time by PCOE or Consultant upon giving thirty (30) days advance written notice. Such notice shall be personally served or given by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service. In the event of termination without cause, Consultant shall be paid for work performed up to and including the date of termination within the scope of work as identified in Section 1.0 above.

Page 3 of 9

In addition, PCOE may terminate this Agreement for cause should Consultant fail to perform any part of this Agreement. Termination shall not relieve Consultant of any obligation or liability incurred prior to termination. In the event of a termination for cause, PCOE may secure the agreed upon professional services from another Consultant. If the cost to PCOE exceeds the cost of providing the services agreed upon herein, Consultant shall pay the additional cost.

#### 16.0 **NOTICES**

All written notices required pursuant to this Agreement shall be sent to the following addresses:

Placer County Office of Education Attention: County Superintendent of Schools 360 Nevada Street Auburn, CA 95603

Consultant's Name and Address Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648

### 17.0 CONFLICT OF INTEREST

Consultant attests that it has no current business or financial relationship with PCOE employees or other PCOE providers, vendors and independent contractors that would materially interfere or conflict with this Agreement and Consultant, without the consent of PCOE, shall not enter into any such business or financial relationship with any such employees or providers, vendors or independent contractors during the term of this Agreement.

#### 18.0 NONDISCRIMINATION

During the performance of this Agreement, Consultant and any of Consultant's employees, agents, contractors, or subcontractors involved in performing the scope of work, shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate, harass or allow harassment against any person because of race, sex, sexual orientation, gender, gender identity, gender expression, color, ancestry, creed, nationality, national origin, ethnicity, ethnic group identification, mental or physical disability, medical condition, genetic information, age, marital status, or military and veteran's status.

#### 19.0 HOLD HARMLESS AND INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party and its employees, officers, and agents from and against all liability or claims for injury or damage to persons or property arising out of or from the breach of this Agreement, or from any negligent or intentional acts or omissions of either party, its employees, officers, and agents, in connection with the performance of this Agreement.

Page 4 of 9

### 20.0 ATTORNEY'S FEES

If any litigation is initiated to enforce or declare rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief to which the party may be entitled.

#### 21.0 SEVERABILITY

In the event that any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

### 22.0 NON-ASSIGNABILITY

This Agreement and the rights and duties hereunder shall not be assigned in whole or in part without the express written consent of the parties.

#### 23.0 BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties and their representatives, heirs, successors and assigns.

#### 24.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than PCOE and Consultant.

#### 25.0 GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

#### 26.0 JURISDICTION AND VENUE

Jurisdiction and venue in the event of any litigation or action commenced by one party against the other, shall be only in a court in California having subject matter jurisdiction in Placer County, California. Each party hereby expressly consents to the personal jurisdiction of and in the venue of the foregoing courts.

#### 27.0 AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to all terms. No ambiguity shall be construed against PCOE.

#### 28.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Page 5 of 9

### 29.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

PLACER (	COUNTY SUPERINTENDENT OF SCHOOLS	
de	Dobling Upon	
Gayle Gar	polino-Mojica / / / /	
Date:	6/14/18	

### CONSULTANT

Audrey Kitratrick	
Print or type name	

Signature

6/20/18

Date

٩.,

Business License No.

Sixth Street, Suite 400  $(\rho 00)$ Address

Lincoln CA 95648 City and State

916-645-6350 Phone No.

a kilpatricke would. Org Email Address

Page 6 of 9

### ATTACHMENT A

- WHEREAS, it is not within the capability of PCOE to prepare specified meals under the Child Care Food Program (CCFP) for enrolled participating children; and
- **WHEREAS**, the facilities and capabilities of the Consultant are adequate to supply specified meals to the PCOE's facilities; and
- **WHEREAS**, the Consultant is willing to provide such services to PCOE on a cost reimbursement basis;
- THEREFORE, both parties hereto agree as follows:

### THE CONSULTANT AGREES TO:

 Prepare and supply the meals inclusive of milk to Coppin (Carlin C.) Elementary School at 150 East 12<sup>th</sup> Street, Lincoln, CA 95648 and First Street Elementary School at 1400 1<sup>st</sup> Street, Lincoln, CA 95648. Breakfast will be called in by 8:30 a.m. for an 8:50 a.m. pick up. Lunch will be called in by 11:30 a.m. for an 11:50 a.m. pick up. A.M. snack will be called in by 8:30 a.m. for an 8:50 a.m. pick up. P.M. snack will be called in by 12:45 p.m. for a 1:00 p.m. pick up. All in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast:	\$1.75 each
Snack:	\$1.00 each
Lunch:	\$3.00 each

- 2. Provide PCOE, for approval, a proposed menu for each month at least ten (10) days prior to the beginning of the month to which the menu applies. Any changes to the menu made after PCOE approval must be agreed upon by PCOE and documented on the menu records.
- 3. Assure that each meal provided by Consultant under this contract meets the minimum nutritional requirements as specified by the Child Care Food Program meal pattern, from the regulations 7 CFR part 226.20.
- 4. Maintain full and accurate records which document: (1) the menus listing all meals provided to PCOE during the term of this contract, (2) a listing of all nutritional components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Consultant agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Buying Guide when calculating and recording the quantity of food prepared each meal.
- 5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to PCOE, of the meal components and quantities itemized in the meal preparations records.

Page 7 of 9

- 6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for PCOE. Meal count documentation must include the number of meals requested by PCOE.
- Allow PCOE to increase or decrease the number of meal orders, as needed, when the request is made at least forty-eight (48) hours prior to the scheduled delivery time.
- 8. Present to PCOE an invoice accompanied by reports no later than the fifteenth (15<sup>th</sup>) day of each month which itemizes the previous month's delivery. The Consultant agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery or do not otherwise meet the meal requirements contained in this Agreement.
- 9. Provide PCOE with a copy of current health certifications for the food service facility in which it prepares meals for use in CCFP. The Consultant shall ensure that all health and sanitation requirements of the California Retail Food Facilities Law, Chapter 4 of the California Health and Safety Code, are met at all times.
- 10. Operate in accordance with current CCFP and federal procurement regulations.
- 11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by PCOE, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting office for audit or administrative review at a reasonable time and place.
- 12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

### **PCOE AGREES TO:**

1. Request by telephone an accurate number of meals (all meals will be picked up at each respective kitchen by PCOE) on each day. The number of breakfasts shall be based on current preschool enrollment and shall not exceed twenty-four (24) per class.

Notify Consultant of necessary increases or decreases in number of meal orders at least forty eight (48) hours prior to the scheduled pick up time. Errors in meal order counts made by PCOE shall be the responsibility of PCOE.

2. Ensure that a PCOE representative is available at the specified time on each specified day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of

each meal service delivery. PCOE assures the Consultant that this individual will be trained and knowledgeable in the record keeping and meal requirements of CCFP, and in health and sanitation practices.

- 3. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Consultant.
- Notify the Consultant within five (5) days of receipt of the next month's proposed menu of any changes, additions or deletions which will be required in the menu request.
- 5. Provide the Consultant with a copy of 7 CFR Part 226; the Child Care Food Program (CCFP) Meal pattern, Schedule B; the CNFDD Simplified Buying Guide and all other technical assistance materials pertaining to the food service requirements of CCFP. PCOE will, within 24 hours or receipt from the CDE/CCFP, advise the Consultant of any changes in the food service requirements of the CCFP.
- 6. Pay the Consultant by the thirtieth (30<sup>th</sup>) day of each month the full amount as presented on the monthly itemized invoice. PCOE agrees to notify the Consultant of any discrepancy in the invoice.
- Meal cancellations that may be necessary such as holidays will be provided to the school site kitchen within 72 hours or a cancellation fee of \$50.00 will be charged to PCOE.

Page 9 of 9

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

MISSION	ISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.				
	DISTRICT GLOBAL GOALS				
1.	<ol> <li>Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students</li> </ol>				
2.	2. Foster a safe, caring environment where individual differences are valued and respected.				
3.	<ol> <li>Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.</li> </ol>				
4.	<ol> <li>Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.</li> </ol>				
5.	Promote student health and nutrition in order to enhance readine	ss for learning.			
SUB	JECT:	AGENDA ITEM AREA:			
	Ratification of Contract with WPUSD and Consent Mattison Enterprises				
REQ		ENCLOSURES:			
Assis	Audrey Kilpatrick Yes Assistant Superintendent of Business and Operations				
DEP	DEPARTMENT: FINANCIAL INPUT/SOURCE:				
Busir	Business Services E-Rate Program				
MEE	MEETING DATE: ROLL CALL REQUIRED:				
July :	July 3, 2018 No				

### **BACKGROUND:**

The attached agreement is an E-Rate authorized user agreement between WPUSD and Mattison Enterprises. The agreement includes services such as assistance with bid and procurement processes, USAC applications and funding forms, responses to School and Library Division inquiries, and tracking of E-Rate awards and future E-Rate planning. The period of performance will be for the 2018-19 school year. The cost for the services will be funded by the E-Rate Program.

### **RECOMMENDATION:**

Administration recommends that the Board ratify the contract agreement between WPSUD and Mattison Enterprises.

### WESTERN PLACER UNIFIED SCHOOL DISTRICT Lincoln, California

### INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is hereby entered into between the WESTERN PLACER UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District" and

#### CONTRACTOR: Mattison Enterprises – Loy Mattison TAXPAYER ID NUMBER: 511-60-2583 MAILING ADDRESS: 7038 Almond Hill Court CITY, STATE, ZIP: Orangevale, CA 95662 PHONE NUMBER: 916-849-0502

hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such services, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the services required by the District;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor (collectively, the "Services"). Services related to E-Rate funding including assistance with bid and procurement processes. USAC applications and funding forms, responses to Schools and Library Division inquiries, tracking of E-Rate awards and future E-Rate planning.

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.

3. Term. Contractor shall commence providing Services under this Agreement on July 1, 2018, and will diligently perform as required and complete performance by June 30, 2019 ("Term"). There shall be no extension of the Term of this Agreement without the express written consent from all parties.

4. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$15,000.00 dollars. District shall pay Contractor according to the following terms and conditions: Contractor shall invoice the district for monthly work performed. The invoice will include the date and a description of work performed at an hourly rate of \$125.00.

5. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: NA

6. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, state Unemployment Insurance or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.

7. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of FICA (social security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance, or any other similar state or federal tax obligation.

8. **Materials**. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and other items (collectively, "Materials") necessary to complete the Services to be provided pursuant to this Agreement in a manner which is consistent with generally accepted standards of the profession for similar services, except as follows: NA

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Materials used by Contractor of the Contractor Parties, even if such Materials are furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, any Materials or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner. District may also terminate this Agreement upon giving of written notice or intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage or may cause an increase in the District's insurance premiums; or if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within, Thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the () days cease and terminate. In the event of such termination, the District may secure the required Services from another contractor. If the cost to the District of obtaining the Services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing

provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

10. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' performance of the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party, person, or entity described in this paragraph.

11. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Section 10, above, Contractor shall secure and maintain throughout the Term of this Agreement comprehensive general and automobile liability insurance with limits not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. Contractor agrees to provide an endorsement to all insurance policies stating such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory, and shall waive all rights of subrogation against District and/or the District Parties. Not later than July 15, 2018, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and District Parties as additional insured under said policy. The District in its sole discretion may waive this insurance requirement, or a portion thereof, for a Contractor providing limited work where the contract value is \$1,000 or less. Any such waiver of these insurance requirements shall not be considered a waiver of any other provisions of this agreement, expressly including Section 10 above.

12. Workers' Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.

13. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

XX Contractor and the Contractor Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

14. **Tuberculosis Certification**. Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by the below statement, Contractor hereby represents and warrants to District the following: <u>Contractor Parties shall only have limited or no contact (as determined by District) with</u> <u>District students at all times during the Term of this Agreement</u>.

15. **Confidential Information**. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District any and all educational records related to the services provided to any District student pursuant to this Agreement.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor or transferred by operation of law or otherwise without prior written consent of the District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

17. **Compliance with Applicable Laws**. The service completed herein must meet the approval of the District. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others, that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

18. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.

19. Time. Time is of the essence to this Agreement.

20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services executed by both parties to the Agreement. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

22. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:

Western Placer Unified School District 600 Sixth Street Lincoln, CA 95648

For Contractor: Loy Mattison -

Mattison Enterprises 7038 Almond Hill Court Orangevale, CA 95662

24. Notice: All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provision of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

25. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

26. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

27. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Nevada County, California.

28. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this \_\_\_\_\_19th day of June 2018.

DIS	TRICT
By:	lll
	Audrey kilpotrick

Superintenden Asst Supt of Business Svs and Operations

Western Placer Unified School District 600 Sixth Street Lincoln, CA 95648 Email: Phone: CONTRACTOR

By:\_\_\_\_\_

Loy Mattison

Owner

Mattison Enterprises 7038 Almond Hill Court Orangevale, CA 95662 Email: Loy@surewest.net Phone: 916-849-0502

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

MISSI	ON 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
	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 AGENDA ITEM AREA: Consent

**REQUESTED BY:** Gabe Simon, Ed.D. 65 Assistant Superintendent of Personnel Services

ENCLOSURES: Agreement

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

## **MEETING DATE:**

July 3, 2018

ROLL CALL REQUIRED: No

### **BACKGROUND:**

The Western Placer Unified School District and the law offices of Dannis Woliver Kelley approve of this agreement. This agreement is for District legal services for the 2018-2019 school year.

### **RECOMMENDATION:**

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

#### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on June 12, 2018, 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 July 1, 2018, through and including June 30, 2019, 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 thirty-five dollars (\$335) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred thirty-five dollars (\$235) per hour for associates; and one hundred thirty dollars (\$130) to one hundred fifty dollars (\$150) per hour for paralegals and law clerks. The rate for Gregory J. Dannis will be three hundred sixty-five dollars (\$365) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and gualifications 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.

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.

**TERMINATION OF CONTRACT.** 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

Scott Leaman Superintendent Date

DANNIS-WOLIVER KELLEY

Will

Candáce M. Bandoian Attorney at Law

At its public meeting of\_\_\_\_\_\_, 2018, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

Page 2

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

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

- 1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
- 2. 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.
- 4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.
- 5. Promote student health and nutrition in order to enhance readiness for learning.

**SUBJECT:** Ratification of Contract with Placer County Office of Education (PCOE) AGENDA ITEM AREA: Consent

REQUESTED BY: Kerry Callahan \\_\_\_\_ Assistant Superintendent

**DEPARTMENT:** Educational Services

**MEETING DATE:** 

July 3, 2018

ENCLOSURES: Yes

FINANCIAL INPUT/SOURCE: SUMS Grant

ROLL CALL REQUIRED: No

### BACKGROUND:

The attached contract with PCOE is for universal design for learning (UDL) trainings for staff. UDL is an educational framework based on research in the learning sciences, including cognitive neuroscience that guides the development of flexible learning environments that can accommodate individual learning differences. It is a proven framework for addressing all students' learning needs and closing the achievement gap.

### **RECOMMENDATION:**

Administration recommends that the Board ratify the contract between the Placer County Office of Education and Western Placer Unified School District.



Gayle Garbolino-Mojica, County Superintendent of Schools

#### AGREEMENT FOR PCOE CONSULTING SERVICES

This agreement ("Agreement") for consulting services offered by the Placer County Office of Education (PCOE) is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of PCOE and <u>Western Placer Unified School District</u> ("District"). This Agreement is effective when signed by PCOE and District and for reference only is dated <u>July 1</u>, 2018.

### 1.0 SCOPE OF SERVICES

PCOE shall provide specialized consulting services to District as described in Attachment A.

### 2.0 <u>FEES</u>

District shall pay a maximum amount to PCOE of \$4,550 as full payment for all specialized services set forth herein.

### 3.0 <u>RECORDS</u>

Any records shall be maintained and stored by the District as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

### 4.0 WORK PRODUCT

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by PCOE within the course and scope of this Agreement shall be specified below the property of:

- a. D PCOE \_\_\_\_\_
- b. District
- c. x Not Applicable\_\_\_\_\_

### 5.0 <u>TERM</u>

The term of this Agreement shall be from July 1, 2018, through June 30, 2019.

Page 1 of 3

### 6.0 TERMINATION

Either party may terminate this Agreement by giving the other party at least thirty (30) calendar days written notice. In the event of the early termination of this Agreement, PCOE shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.

### 7.0 PAYMENT

PCOE will invoice District within thirty (30) calendar after services have been provided. District shall pay fees within thirty (30) after receiving an invoice from PCOE.

### 8.0 AMENDMENTS

Any amendments to this Agreement shall be in writing and signed by both parties.

### 9.0 STATUS OF CONSULTANT

The consulting services are being provided by PCOE salaried employee and not of the District. Any and all employer payroll tax and retirement related payments on behalf of individual are to be made by PCOE.

### 10.0 CERTIFICATION

The District shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by PCOE on behalf of District. The District shall be responsible for meeting any certification requirements and if necessary, for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports that PCOE prepares on behalf of District.

### 11.0 HOLD HARMLESS AND IDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party and its employees, officers, and agents from and against all liability or claims for injury or damage to persons or property arising out of or from the breach of this Agreement, or from any negligent or intentional acts or omissions of either party, its employees, officers, and agents, in connection with the performance of this Agreement.

### 12.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, that are not otherwise

Page 2 of 3

contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

PLACER COUNTY SUPERINTENDENT OF SCHOOLS

Gayle Garbolino-Mojica

Date

**District** 

QUUSO

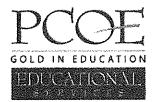
Name of District

(Signature of District Representative)

1251 18

Date

Asst. Supt. of Ed. Serv. Title



# PROFESSIONAL DEVELOPMENT PROPOSAL

### Carlin C. Coppin/Western Placer Unified School District Shamryn Coyle/scoyle@wpusd.k12.ca.us May 23, 2018

Date	Time	Training	Audience	Trainer	Cost
September 11	1.25 hrs.	Module 1 - Intro to UDL	All staff	Anna Kauble	\$200
November 27	1.25 hrs.	Module 2 - Setting Goals	All staff	Ashley Serin	\$200
January 15	1.25 hrs.	Module 3 - Diving into the UDL Framework	All staff	Ashley Serin	\$200
March 12	1.25 hrs.	Module 4 - Lesson Planning	All staff	Ashley Serin	\$200
Throughout the year	10 hrs.	Individual or Team Coaching	Select staff	Ashley Serin	\$1500
Spring	15 hours.	5 Demo Lessons (3 hrs. each) <ul> <li>1 hour planning session</li> <li>1 hour demo prep</li> <li>1 hour demo lesson</li> </ul>	Select staff	Ashley Serin	\$2250

Total Cost of Proposal: \$4,550

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

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

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

### SUBJECT:

Ratification of Contract with Wellness Together, Inc.

REQUESTED BY: Kerry Callahan

Assistant Superintendent

**DEPARTMENT:** Educational Services

MEETING DATE:

July 3, 2018

### AGENDA ITEM AREA: Consent

ENCLOSURES: Yes

FINANCIAL INPUT/SOURCE: LCFF Supplemental

ROLL CALL REQUIRED: No

### **BACKGROUND:**

The attached contract with Wellness Together, Inc. is for enhanced mental health counseling for our students and their families. Three (3) Wellness Together staff will provide services to all schools based on need and priority. The need for this additional support was discussed and approved through the LCAP committee.

### **RECOMMENDATION:**

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

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

THIS AGREEMENT ("Agreement") is made and entered into on or before this 1st day of July, 2018 between Western Placer Unified School District, 600 Sixth Street, Lincoln, CA 95648, Placer County, (hereinafter "District") and Wellness Together, Inc., a California nonprofit corporation, 5701 Lonetree Boulevard, Suite 210, Rocklin, California, 95765 (hereinafter "Consultant"). The term of this Agreement shall be from September 4, 2018 to June 7, 2019.

### RECITALS

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

### AGREEMENT

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

### 1.0 Engagement of Consultant as Independent Contractor

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

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

### Agreement.

Consultant personally, and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless District, absolutely and without limit, against all claims, demands, suits, or judgments, asserted, made or recovered by any and all persons whomsoever on account of the acts or omissions of Consultant, Consultant's agents or employees, arising out of and during the performance of the work contracted for under this Agreement. Similarly, Consultant agrees to indemnify District for loss or damage to any of District's property or equipment used or obtained in connection with the work to be performed under this Agreement.

### 2.0 Limitation on Delegation of Personal Services by Consultant

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

### 3.0 Nature of Work

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

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

- A. School-based services:
  - 1) Individual counseling sessions
  - 2) General psychosocial interventions
  - 3) Group counseling sessions
- B. Community referrals

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

- C. Family engagement sessions
- D. Classroom presentations
- E. Collection, analysis, and provision of certain non-personally identifying process data in aggregate to the District.

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

4.0 Consultant Staffing

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

- A. Any combination of THREE (3) Mental Health Specialist I positions (MHS I) and/or Mental Health Specialist II positions (MHS II)
  - I) MHS I
- (1) Holds a bachelor degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field and has completed a minimum of 12 units. Individuals enrolled in a Pupil Personnel Services Credential program in the state of California may also be eligible to hold this position.
- (2) A full MHS I position is an average of 24 hours per week when school is in session.

### II) MHS II

- (1) Registered Associate or licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.
- (2) A full MHS II position is and average of 24 hours per week when school is in session.

- B. One (1) clinical supervisor, and
- C. One (1) organizational leadership and support staff member.
- 5.0 Payment

District will pay Consultant the total sum of ONE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$113,400.00) for the work required to be performed pursuant to this Agreement, as follows:

THREE (3) Mental Health Specialist I (MHS I) or Mental Health Specialist II (MHS II) position.

\$113,400.00Total cost of Licensed Supervision, ProgramAdministration, Program Costs and Wages for 3 MHSI or MHS II for 35 weeks

### \$113,400.00 Total Cost of Contract

Consultant shall be paid in accordance with monthly invoicing from Consultant. Up to four (4) of the days may be used as paid training days. Consultant shall invoice the District by the 5th of the same month during which services are to be provided. The District shall pay Consultant within fifteen (15) calendar days of the invoice date. Consultant shall not be compensated in arrears. To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has paid, Consultant shall refund any unearned fees upon termination.

However invoiced, Consultant shall not be entitled to more than \$113,400.00 for the 2018-2019 school year for the basic services described in Paragraphs 3.0 & 4.0, above. Any additional work specifically requested by the District as set forth in Paragraph 3.0, above shall be in addition to this amount.

6.0 Communications to District

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

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

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

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

### 7.0 Control of Work and Workers by Consultant

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

### 8.0 Furnishing of Materials and Equipment

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

### 9.0 Place of Performance of Services

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

### 10.0 <u>Hiring of Employees</u>

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

### 11.0 Supervision by Consultant

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

### 12.0 Right of District to Supervise and Inspect

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

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

### 13.0 <u>Clearances</u>

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

### 14.0 Additional Compensation

Except for the provision allowing the District to request Consultant perform additional counseling work described in Paragraph 3.0, above, the parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement (except as stated in Paragraph 3.0), then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

### 15.0 Insurance

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

- Public liability insurance in an approved company or companies, within the limits of three million dollars (\$3,000,000.00) for each person, and five million dollars (\$5,000,000.00) for each incident. Certificates of insurance coverage shall be furnished when requested by District within thirty (30) days.
- 2. State workers compensation coverage as required by law. Employees liability with a limit of not less than \$1,000,000.00.

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

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

The comprehensive general liability policies shall include the following:

 Endorsement naming District as additional insured with respect to liabilities arising out of the Contractor's performance of work in connection with the Agreement. This endorsement must state that such coverage is primary insurance with respect to the interest of District and that any insurance maintained by District is excess and not contributory with the insurance required hereunder.

Prior to commencement of any work, Consultant shall deliver to District Certificates of Insurance issued in duplicate covering all policies providing the required insurance. Such certificates shall make reference to all such provisions and endorsements referred to above, and shall be signed on behalf of the insurer by its authorized representative. Consultant agrees, upon written request by District to furnish copies of such endorsements and policies, certified by an authorized representative of the insurer.

## 16.0 Compliance with Laws and Regulations

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

## 17.0 Duration

1. This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on August 16, 2018, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.

2. Upon mutual agreement of the Parties, this Agreement may be extended up to 3 years with an annual Cost of Living Adjustment (COLA) applied for each extension year. The Parties shall negotiate a reasonable COLA, and may use the "All Urban Consumers" CPI for "All of California" as created by the Dept. of Industrial Relations, with February to February as the term of increase.

## 18.0 Assignment

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

## 19.0 Representative's Authority

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

## 20.0 Indemnification

Consultant agrees to indemnify District, its officers, agents, board, representatives, and employees, against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of Consultant's work under this Agreement that are caused in whole or in part by Consultant's negligent act or omission, or that of anyone employed by Consultant for whose acts Consultant may be liable.

## 21.0 Contract Governed by Law of State of California

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

## 22.0 Waiver or Modification Ineffective Unless in Writing

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

## 23.0 Written Notice

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

## 24.0 District's Obligation on Termination of Agreement by Consultant

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

## 25.0 Mediation

Any differences, claims, or matters in dispute arising between the parties out of this Agreement or connected with this Agreement shall be submitted by them to mediation (the cost of which shall be split equally) prior to either Party commencing litigation. IN WITNESS WHEREOF, the parties have executed this Agreement at \_\_\_\_\_\_ California, on the dates designated below.

DISTRICT

8

Superintendent or Designee Western Placer Unified School District

-1le 18

Date

CONSULTANT

Marlon Morgan, Executive Director Wellness Together, Inc. Taxpayer ID: 81-1653329 6-13-18

Date

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

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. DISTRICT GLOBAL GOALS 1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students 2. Foster a safe, caring environment where individual differences are valued and respected. 3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness. 4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students. 5. Promote student health and nutrition in order to enhance readiness for learning. **AGENDA ITEM AREA:** SUBJECT: Ratification of Contract with Sierra College Consent ENCLOSURES: **REQUESTED BY:** Kerry Callahan Yes FINANCIAL INPUT/SOURCE: **DEPARTMENT: Educational Services** NA - Sierra College **ROLL CALL REQUIRED: MEETING DATE:** No July 3, 2018

## **BACKGROUND:**

The attached contract with Sierra College is for dual enrollment opportunities for high school students. Dual enrollment provides college credit for approved Sierra College courses taught at Lincoln High School. It serves students who may not already be college bound or who are underrepresented in higher education, as well as students working toward four-year college acceptance. The goal is to develop seamless pathways from high school to community college, improving high school graduation rates and helping high school students achieve college and career readiness.

## **RECOMMENDATION:**

Administration recommends that the Board ratify the contract between Sierra College and Western Placer Unified School District.

### INSTRUCTIONAL SERVICES AGREEMENT

### A Dual Enrollment Partnership between Sierra College Joint Community College District & Western Placer Unified School District

This Agreement is made and entered into as of the date last written below by and between the Sierra Joint Community College District, 5100 Sierra College Boulevard, Rocklin, CA 95677 (hereinafter referred to as the COLLEGE) and Western Placer Unified School District, 600 Sixth St, Suite 400, Lincoln, CA 95648 (hereinafter referred to as the DISTRICT and collectively with the COLLEGE referred to as the PARTIES).

#### RECITALS

WHEREAS, the DISTRICT desires to offer college-credit bearing courses to its high school students; and

WHEREAS, the COLLEGE desires to provide college-credit bearing courses to the DISTRICT'S high school students; and

WHEREAS, the PARTIES desire to partner together for the purpose of offering dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college, improving high school graduation rates, and helping high school pupils achieve college and career readiness; and

WHEREAS, for the purposes of this agreement, "College and Career Access Pathways" (CCAP) refers to a program of college-credit bearing courses ("CCAP courses") taught to DISTRICT high school students by college-approved high school teachers ("CCAP Faculty"); and

WHEREAS, the CCAP Faculty will be employees of the DISTRICT and paid directly by the DISTRICT to provide instructional services related to the CCAP Courses;

WHEREAS, the COLLEGE will reimburse the DISTRICT for the instructional services for the CCAP courses provided to the DISTRICT and will maintain control over the instructional activities and services of the CCAP Faculty; and

WHEREAS, the legal requirements governing this AGREEMENT are subject to change by the California State Legislature. Current regulations are contained in Title 5 of the California Code of Regulations, Sections 51006,53410, 55002(a), 55002 (3), 55005, 55232, 58051.5, 58056,, 58058, 58058(b), 58102, and 58104, and Education Code Sections 48800,48801, 58920,76001(d), , 76002, 76004,76220,76355, and 84752;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreement herein set forth, the Parties do hereby agree as follows:

#### **TERMS OF AGREEMENT**

- 1. ADMISSIONS AND REGISTRATION
  - 1.1. CCAP students shall be exempted from the fees and admissions requirements listed in Sierra College Board Policies 5010 and 5030. Admissions and registration shall be governed by all other applicable policies and procedures established by the COLLEGE (CA Ed Codes 48800, 76001(d), 76004).
  - 1.2. Prior to registering for a CCAP course, students shall complete and submit a CCAP Permission Form, granting parental consent for their high school student to enroll in community college courses.
  - 1.3. Students enrolled in a CCAP course shall not be assessed any fee that is prohibited by Education Code section 49011.

- 1.4. The DISTRICT shall supply the DISTRICT students with all required texts and materials. The COLLEGE will waive all COLLEGE fees for DISTRICT students enrolling in a CCAP course at the DISTRICT. Pursuant to SB 150 and SB 141 non-resident students admitted and enrolled per this agreement will be exempted from paying non-resident tuition.
- 1.5. All CCAP courses shall have a minimum enrollment of 20 students unless the COLLEGE and the DISTRICT agree otherwise.
- 1.6. Students will be enrolled in CCAP courses in compliance with existing COLLEGE enrollment policies.

#### 2. COURSES

- 2.1. The DISTRICT shall request CCAP classes using the processes established by the COLLEGE. All CCAP class offerings must be approved by the COLLEGE and consistent with all Title 5 standards. If a CCAP class is operated on-site by the DISTRICT, the COLLEGE is responsible for the educational courses.
- 2.2. Courses offered in the DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus. (CA Code of Regulations 55002(a), 55232 and CA Ed Code 48801)
- 2.3. Courses offered in the DISTRICT shall be COLLEGE catalogued courses with the same department designations, course descriptions, numbers, titles, and credits. (CA Code of Regulations 55002(a), 55005, 58102,58104)
- 2.4. Courses offered in the DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE. (CA Code of Regulations 55002(3))
- 2.5. All COLLEGE rules and regulations apply to CCAP courses, except as exempted elsewhere in this Agreement.
- 2.6. COLLEGE has procedures in place to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures include, but are not limited to; site visits to the site of the CCAP course by one or more representatives of the COLLEGE to ensure that courses offered at the DISTRICT are the same courses offered at the COLLEGE.
- 2.7. CCAP courses to be offered in the DISTRICT during the span of this AGREEMENT: AGRI 196, CIS 26, ENGL 1A, and ENGL 1B
- 2.8. Total number of high school students to be served: 182
- 2.9. Total number of full-time equivalent students projected to be claimed by COLLEGE: 18.7
- 2.10. Scope, Nature, Time and Location of courses to be offered by the COLLEGE:

AGRI 196: Intro to Sustainable Agriculture (3 units) Description: Introduction to the concepts and principles of agro ecology as applied to the design and management of sustainable agricultural systems. Includes examination of case studies connecting sustainable agriculture principles to farming practices.

Offered at Lincoln High School for Spring 2019 during the regular school day (8:00-15:00).

#### CIS 26: Info & Comm Tech Essentials (4 units)

Description: Provides an introduction to the computer hardware and software skills needed to help meet the growing demand for entry-level ICT professionals. Focuses on the fundamentals of computer hardware and software as well as advanced concepts such as security, networking, and the responsibilities of an ICT professional. Preparation for CompTIA's A+ certification exam.

Offered at Lincoln High School for Spring 2019 during the regular school day (8:00-15:00).

#### ENGL 1A: Introduction to Composition (3 units)

Description: Writing, reading, and critical thinking and research skills necessary for successful completion of a four-year college program. Includes reading, discussion, and analysis of selected non-fiction texts. Writing assignments (6,500 words of formal writing) teach students to summarize, explain, analyze, synthesize, and organize information logically and to propose and defend original ideas. Instruction in research, MLA documentation and completion of a fully-documented paper using multiple sources.

Offered at Lincoln High School for Fall 2018 during the regular school day (8:00-15:00).

#### ENGL 1B: Critical Think/Writing about Lit (3 units)

Description: Develops critical thinking, reading, and writing skills applicable to the analysis of prose, poetry, drama, and criticism from diverse cultural sources and perspectives. Emphasis on the techniques and principles of effective written argument. 6,500 words of formal writing and some research required.

Offered at Lincoln High School for Spring 2019 during the regular school day (8:00-15:00).

- 2.11. Students shall demonstrate their ability to benefit from these courses through their high school transcripts, assessment by appropriate DISTRICT personnel, and placement through COLLEGE processes where applicable.
- 2.12. The COLLEGE certifies that under this agreement, the college courses offered for credit at the DISTRICT do not reduce access to the same course offered at the partnering community college campus.
- 2.13. The COLLEGE certifies that no course offered under this agreement is oversubscribed or has a waiting list.
- 2.14. The COLLEGE certifies that its participation in this CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in this CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.
- 2.15. Additional CCAP Courses may be added during the span of this AGREEMENT by mutual agreement of the COLLEGE and the DISTRICT and these CCAP Courses shall be identified in a fully executed addendum to this agreement.

#### 3. FACULTY

3.1. CCAP Faculty shall be COLLEGE-approved high school teachers who meet the Minimum Qualifications for Faculty and Administrators in California Community Colleges for the discipline in which they are assigned to teach. (CA Code of Regulations 53410)

- 3.2. CCAP Faculty shall be the sole employees of the DISTRICT and the DISTRICT shall be solely responsible for all associated salaries, wages, and benefits due to faculty.
- 3.3. The COLLEGE certifies that under this agreement, a qualified high school teacher teaching a course offered for college credit at the high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college.
- 3.4. Concurrent Enrollment Faculty provided by the DISTRICT shall meet the discipline-specific minimum qualifications established by the COLLEGE. (CA Code of Regulations 53410.)
- 3.5. Prior to teaching, CCAP Faculty provided by the DISTRICT shall receive discipline-specific training and orientation from the COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, procedures, record keeping, and instructional responsibilities. (CA Code of Regulations 58058)
- 3.6. CCAP Faculty provided by the DISTRICT may participate in all professional development activities sponsored by the COLLEGE during any semester they teach in the CCAP program and shall be encouraged to participate in ongoing collegial interaction to address course content, course delivery, assessment, evaluation, and/or research and development in the field. (CA Code of Regulations 58058)
- 3.7. CCAP Faculty provided by the DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE risk becoming ineligible to teach CCAP courses at the discretion of the COLLEGE. CCAP Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for part-time faculty of the COLLEGE and by the DISTRICT using the adopted evaluation process for teachers employed by the DISTRICT. The COLLEGE evaluation process includes student surveys. (CA Code of Regulations 58058)
- 3.8. CCAP Faculty must sign an Instructor Agreement, approved by the COLLEGE, and shall meet qualifications required by the COLLEGE. The COLLEGE has the primary right to control and direct the instructional activities of the instructor during the term specified by the contract. (CA Code of Regulations 58058(b); Sierra College AP4610)
- 3.9. Discipline and dismissal of CCAP Faculty will be the sole responsibility of the DISTRICT consistent with the relevant dismissal and discipline processes for teachers employed by the DISTRICT.
- 3.10. While this agreement does not call for the use of community college instructors to teach CCAP courses on a high school campus, COLLEGE certifies that any community college instructor teaching a course on a high school campus shall not have been convicted of any sex offense as defined in Section 87100, or any controlled substance offense as defined in Section 87011.
- 3.11. While this agreement does not call for any community college instructor to teach CCAP courses on a high school campus, COLLEGE certifies that any community college instructor teaching a course on a high school campus shall not displace or result in the termination of an existing high school teacher teaching the same course on that high school campus.
- 3.12. While this agreement does not call for any community college instructor to teach any remedial courses on a high school campus, COLLEGE certifies that any remedial course would be offered only to high school students who do not meet their grade level standard in math or English as assessed and

determined by school district, and that any delivery of remedial courses shall involve a collaborative effort between the Parties.

#### 4. LIAISON

- 4.1. The COLLEGE shall appoint a liaison who will approve all CCAP Faculty in consultation with the academic department of the COLLEGE. (CA Code of Regulations 58056)
- 4.2. The liaison or designee shall provide initial training for CCAP Faculty, conduct site visits, COLLEGE performance evaluations, and strengthen communication between essential elements of the DISTRICT, the COLLEGE, academic departments, and student services. (CA Code of Regulations 58056)
- 4.3. The liaison will be also keep CCAP Faculty appraised of new curriculum developments, pedagogic innovations, textbook adoptions, educational outcomes, assessment of learning, grading standards, proficiency expectations, and syllabus components. (CA Code of Regulations 58056)

#### 5. ON-SITE SUPERVISION

- 5.1. CCAP Courses will be conducted at Lincoln High School ("SCHOOLS"), which are public school facilities operated by DISTRICT.
- 5.2. CCAP Courses and students shall be under the direct supervision of the CCAP Faculty at the SCHOOL. Student discipline is the responsibility of the DISTRICT.
- 5.3. The COLLEGE will maintain control and direct the instructional activities of the CCAP Faculty and shall outline the duties of the CCAP Faculty in a separate agreement. (CA Code of Regulations 58056)
- 5.4. COLLEGE will provide direction to CCAP Faculty through an instructor's manual, course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide to its hourly on-campus instructors.

#### 6. STUDENTS

- 6.1. Students must meet all COLLEGE prerequisite and placement requirements before enrolling in a CCAP Course. (CA Code of Regulations 51006,58051.5, and CA Ed Code 76002)
- 6.2. Grades earned by students enrolled in CCAP Courses will be posted on official COLLEGE and DISTRICT transcripts. (CA Ed Code 76220)
- 6.3. Students enrolled in CCAP Courses will be directed to the official catalog of the COLLEGE.
- 6.4. Students enrolled in CCAP Courses shall have access to student support services programs available at the COLLEGE for which they may be eligible.
- 6.5. Students who withdraw from a CCAP Course will not receive any COLLEGE credit for work completed. All COLLEGE enrollment, attendance, grading, and repeatability regulations apply to CCAP courses.
- 6.6. Students enrolled in a CCAP Course will be held to a comparable level of rigor to all courses offered at the COLLEGE.

- 6.7. The DISTRICT will be responsible for administering and for the costs of any accommodations required by a student under his or her Individualized Educational Program (IEP).
- 6.8. Student discipline is the responsibility of the DISTRICT. Instances of student dishonesty are subject to COLLEGE policy.
- 6.9. Participation in a CCAP course is limited solely to eligible high school students.

#### ASSESSMENT

- 6.10. Students enrolled in CCAP Courses shall be held to the same standards of achievement as students on the COLLEGE campus. (CA Ed Code 48801)
- 6.11. Students enrolled in CCAP Courses shall be held to the same grading standards as those expected of students in on campus COLLEGE sections.
- 6.12. Students enrolled in CCAP Courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in on campus COLLEGE sections.

#### 7. EVALUATION

- 7.1. The COLLEGE and the DISTRICT may conduct student evaluations for each CCAP Course offered in the SCHOOL. (CA Ed Code 58920)
- 7.2. The COLLEGE and the DISTRICT may survey and collect data on alumni of CCAP Courses after they graduate from the DISTRICT. (CA Ed Code 76220)
- 7.3. The COLLEGE and the DISTRICT may annually conduct surveys of participating high school instructors, principals, and guidance counselors.
- 7.4. The COLLEGE and the DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of CCAP Course delivery.

#### 8. RECORDS

- 8.1. Records of student attendance and achievement (grades) for all DISTRICT students who enroll in a CCAP course shall be maintained by the DISTRICT and open for review at all times by officials of the COLLEGE. (CA Ed Code 76220)
- 8.2. Records of student attendance and achievement (grades) for all DISTRICT students who enroll in a CCAP Course shall be kept by the instructor and submitted to the COLLEGE using the COLLEGE's usual processes.(CA Ed Code 76220)
- 8.3. In engaging in the information exchanged described in this section, DISTRICT and COLLEGE will both comply with state and federal privacy laws with regard to all student records for students enrolled in a CCAP Course. This includes protecting student records from unauthorized disclosure or transmission to unauthorized third parties. The College is committed to the protection and confidentiality of student educational records by adhering closely to the guidelines established by the Family Educational Rights and Privacy Act (FERPA) which is federal legislation established to regulate access and maintenance of student educational records. Federal and state laws relating to the privacy of student records may differ from those regulations governing California high school students.

#### 9. REIMBURSEMENT

- 9.1. The DISTRICT shall invoice the COLLEGE at the end of each semester for the instructional services rendered at a rate of \$2250 per CCAP course delivered to CCAP students.
- 9.2. The COLLEGE shall make payment to the DISTRICT within 30 days of receiving the invoice for instructional services rendered (CA Ed Code 76355)
- 9.3. The financial arrangements defined herein may be adjusted annually by a duly adopted written amendment to this Agreement, signed by both Parties.
- 9.4. Separate and distinct from the COLLEGE's reimbursement for instructional services, the DISTRICT shall pay the instructor of record a \$500 stipend. These stipends are not reimbursable expenses and remain the sole responsibility of DISTRICT.

#### **10. COMPLIANCE**

- 10.1. Both the COLLEGE and the DISTRICT certify that they are in compliance with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- 10.2. The DISTRICT will be employer of record for purposes of assignment monitoring and reporting to the county office of education.
- 10.3. The DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 10.4. The DISTRICT and the COLLEGE have established protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
- 10.5. Points of contact for the duration of this agreement: DISTRICT: Heather Pierce, College & Career Specialist

COLLEGE: Lucas Moosman, Interim Executive Dean of Enrollment Management

#### 11. INDEMNIFICATION

- 11.1. The DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its officers, agents, governing board members and employees from any and all claims, injuries, demands, liabilities, costs, expenses (including reasonable attorneys' fees and court costs), damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence or willful acts of the DISTRICT, its officers, agents, governing board members and employees.
- 11.2. The COLLEGE agrees to and shall indemnify, save and hold harmless the DISTRICT and its officers, agents, governing board members, and employees from any and all injuries, claims, demands, liabilities, costs, expenses (including reasonable attorneys' fees and court costs), damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence or willful acts of the COLLEGE, its officers, governing board members and employees.

#### 12. INSURANCE

The DISTRICT, in order to protect the COLLEGE, its agents, governing board members, employees and officers and volunteers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, evidence of general liability insurance or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, and property damage insurance of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with an insurer with a current A.M. Best's rating of no less than A-VII authorized to do such public liability and property damage insurance or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers and volunteers as an additional insured for the purposes of this AGREEMENT. A certificate of insurance including such endorsement shall be furnished to the COLLEGE prior to the commencement of services.

Evidence of Sexual Misconduct coverage shall be included on the evidence of insurance if included in the general liability insurance program. Otherwise, evidence of coverage shall also be provided to the COLLEGE.

The DISTRICT shall provide evidence of automobile liability insurance or an approved program of selfinsurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with an insurer with a current A.M. Best's rating of no less than A-VII authorized to do such public liability and property damage insurance business in the state of California or otherwise acceptable to the COLLEGE. Coverage shall include owned, non-owned and hired automobiles.

The DISTRICT shall provide proof of worker's compensation insurance evidencing statutory limits as required by the State of California. The District shall also furnish evidence of ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease of Employer's Liability coverage. DISTRICT's insurer shall agree to waive their rights of subrogation by providing an endorsement to the COLLEGE acknowledging such.

DISTRICT shall provide 30-day notice of intent to cancel, non-renew or make material change in coverage for all lines of coverage to COLLEGE.

Any insurance proceeds that are available to the DISTRICT that are broader than or in excess of the specified minimum insurance coverage shall be available to the COLLEGE as an additional insured.

#### 13. FULL FUNDING

- 13.1. A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.
- 13.2. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCAP agreement is authorized attendance for which the community college district shall be credited or reimbursed pursuant to ECS 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity.
- 13.3. The COLLEGE certifies that the direct education costs of the CCAP courses are not being fully funded through other sources.
- 13.4. The DISTRICT certifies that it has not received full compensation for the direct education costs for the conduct of the CCAP Courses from other sources.

13.5. The DISTRICT agrees and acknowledges that the COLLEGE will claim apportionment for the students enrolled in CCAP courses.

#### 14. REPORTING

- 14.1. The COLLEGE, in conjunction with the DISTRICT, shall report annually to the State Chancellor's office the following information:
  - i. The total number of high school pupils by school site enrolled in this CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
  - ii. The total number of community college courses by course category and type and by school site enrolled in my CCAP partnership participants.
  - iii. The total number and percentage of successful course completion, by course category and type and by school site, of CCAP partnership participants.
  - iv. The total number of Full-Time Equivalent Student (FTES) generated by CCAP partnership participants.

#### 15. NON-DISCRIMINATION CLAUSE

15.1. Sierra College affirms that it shall not discriminate against any person in any aspect of education or employment without regard to ethnicity, national origin, religion, age, sex, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

#### **16. TERM OF AGREEMENT**

16.1. July 1, 2018, to June 30, 2019

#### **17. TERMINATION OR CHANGES**

- 17.1. Either party may terminate this AGREEMENT at any time by providing 30-days' written notice to the other party. Written notice of termination shall be addressed to the responsible person listed in Item 19 below.
- 17.2. Upon receiving or providing a notice of termination of this AGREEMENT, the Parties shall develop a mutually agreeable teach-out plan that enables students to complete the CCAP course they are enrolled in and provides for a final invoice from DISTRICT for any remaining instructional services.
- 17.3. COLLEGE will reimburse DISTRICT 30 days after receiving the final invoice for any remaining instructional services occurring through the teach-out plan.

## 18. NOTICE TO PERSONS RESPONSIBLE FOR THE IMPLEMENTATION OF THIS AGREEMENT

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

TO THE DISTRICT:

Heather Pierce College & Career Specialist Western Placer Unified School District Lincoln High School 790 J Street, Lincoln, CA 95648

TO THE COLLEGE:

Lucas Moosman Interim Executive Dean of Enrollment Management Sierra College 5100 Sierra College Boulevard, Rocklin, CA 95677

#### 19. MISCELLAENOUS

- 19.1. This Agreement contains all agreements, promises and understandings between the Parties regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding.
- 19.2. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.
- 19.3. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time.
- 19.4. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state of California. The Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Placer County, California.
- 19.5. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.
- 19.6. A copy of this Agreement shall be filed with the Chancellor's Office of the California Community Colleges.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the last date written below.

Date: 6/18/2018 | 8:53 AM PDT

Date: 6/19/2018 | 1:17 PM PDT

	Docus	Signed	ay:				
	Erik	E.	56	inn	ır		 
1						 	 

kerry Callahan

DocuSigned by:

SIEBRA JOINT-COMMUNITY COLLEGE DISTRICT

WESTERN PLACERIUNIFIED HIGH SCHOOL DISTRICT

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

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

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

## SUBJECT:

Ratification of Contract with the Parent Institute for Quality Education (PIQE)

REQUESTED BY: Kerry Callahan

**DEPARTMENT:** Educational Services

**MEETING DATE:** 

July 3, 2018

AGENDA ITEM AREA: Consent

ENCLOSURES: Yes

FINANCIAL INPUT/SOURCE: LCFF Supplemental

ROLL CALL REQUIRED: No

## BACKGROUND:

The attached contract with PIQE is for the facilitation of parent training courses for the parents of children enrolled at Glen Edwards Middle School. PIQE will recruit parents by phone, provide a need assessment session, and facilitate a series of weekly training sessions culminating in a graduation ceremony. The training will develop skills and techniques that enable parents to address the educational needs of their school-aged children.

## **RECOMMENDATION:**

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



# SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Kathleen Leehane, Director, Supplemental Programs and Accountability

From: Gabriela Rios, Executive Director

Date: June 11, 2018

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and <u>Glen Edwards Middle School agree</u> as follow:

## RECITALS

- A. <u>Scope of Services</u>: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needsassessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques, which will enable parents to address the educational needs of their school-aged children.
- B. Location: 204 L St, Lincoln, CA 95648
- C. Period of Performance: September 25, 2018 to November 27, 2018
- D. Compensation:
  - Western Placer Unified School District agrees to pay the flat fee of \$10,500.00 if there is less than 50 parent graduates'.
  - If there is 51-75 parent graduates', the cost will be a flat fee of \$12,000.00.
  - If parent graduates exceed 75, the cost will be a flat fee of \$15,500.00.

Funding from:

E. In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshments to be provided to the parents.

I accept these services at \_Glen Edwards Middle School under the terms and conditions noted.

School Representative Date Parent Institute Representative:

Mrs. Gabriela Rios, Executive Director PIQE

Modesto Office: 1124 11th Street Suite B • Modesto, CA 95354 • (209) 238-9496 • Fax (209-) 238-9495 <u>www.piqe.org</u>

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

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

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

## SUBJECT:

Ratification of Contract with Learning for Services, Inc.

## **REQUESTED BY:**

Kerry Callahan Kerry Callahan Kerry Callahan Kerry Callahan Kerry Kerry Callahan Kerry Kerry Callahan Kerry Ker

**DEPARTMENT:** Educational Services

## **MEETING DATE:**

July 3, 2018

AGENDA ITEM AREA: Consent

ENCLOSURES: Yes

FINANCIAL INPUT/SOURCE: LCFF Supplemental

ROLL CALL REQUIRED: No

## BACKGROUND:

The attached contract with Learning for Living, Inc. is for school culture professional development for Lincoln High School staff. The professional development will focus on cultural connections and the importance of working well together.

## **RECOMMENDATION:**

Administration recommends that the Board ratify the contract between Learning for Services, Inc. and Western Placer Unified School District.

## AGREEMENT FOR THE SERVICES OF LEARNING FOR LIVING, INC.

SPONSOR: Lincoln High School CONTACT: Mike Maul WORK PHONE: (916) 450-6360 EMAIL: mmaul@wpusd.k12.ca.us CELL PHONE: ADDRESS: 790 J Street CITY, ST, ZIP: Lincoln, CA 95648 ALT CONTACT: Stephanie Brown ALT EMAIL: sbrown@wpusd.k12.ca.us ALT CELL PHONE: (916) 215-2675

## **PRESENTATION INFORMATION**

SPEAKER:	Rochelle Whellams	
DATE(S):	Monday, August 13, 2018	
PROGRAM NAME:	School Culture Professional	Development: Module One
PROGRAM LENGTH:	6 Hours	
ARRIVAL TIME:	TBD	COMPLETION TIME: TBD
AUDIENCE:	Approx. 100 Staff Members	

**DETAILS:** Rochelle will facilitate a community building staff workshop focused on culture, connections and the importance of working well together.

## FINANCIAL AGREEMENT

\*Speaker's fee is **\$4,500.00.** A deposit of \$2,000.00 is due at time of booking and remaining balance of \$2,500.00 due on day of presentation. Checks are to be payable to Learning for Living, Inc. An invoice is included with this contract. All fees in US funds only. Learning for Living, Inc. Federal ID #20-1038575

\*A deposit and a Purchase Order are requested to hold this date. If final payment cannot be made on the day of the presentation, speaker's fee will be \$4,950.00.

\*Speaker's fee is all-inclusive, including all fees and expenses.

\*In the event of cancellation, four weeks notice will be needed. If this is not possible, there will be a 50% cancellation fee of speaker's honorarium. If, through events beyond the control of the speaker, the speaker is unable to appear, Learning for Living Inc. will arrange to send a suitable and qualified replacement, reschedule the engagement or refund the deposit.

\*Please provide a wireless microphone with quality sound system, projector for PPT and computer with speakers and one ream of white paper. Presenter will also need a table.

THE ABOVE INFORMATION IS AGREED AND ACCEPTED BY:

-ft o	6/7/18
Laurie Boyte, Learning for Living, Inc.	Date
ker alleh	01/E1/12
- Mike Maul, Lincoln High School	Date
keny callahan, w	6770

Learning for Living, 52 Night Heron, Chapel Hill, NC 27517 www.learningforliving.com 800/874.1100

# INFORMATION

# DISCUSSION

# ACTION

# ITEMS

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

MISSION STATEMENT: Empower Students with the skills, knowledge, and attil					
DISTRICT GLOBAL					
<ol> <li>Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students</li> </ol>					
<ol> <li>Foster a safe, caring environment where individual differences a</li> </ol>	re valued and respected.				
<ol> <li>Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and</li> </ol>					
attractiveness.					
4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners i					
the education of the students.					
5. Promote student health and nutrition in order to enhance reading	ss for learning.				
SUBJECT:	AGENDA ITEM AREA:				
Capital Facilities Funding Plan Overview - Western	Information				
Placer Unified School District					
REQUESTED BY:	ENCLOSURES:				
Δ					
Audrey Kilpatrick	Presentation provided at meeting				
Assistant Superintendent - Business & Operations					
DEPARTMENT:	FINANCIAL INPUT/SOURCE:				
Business Services / Facilities	None				
MEETING DATE:	ROLL CALL REQUIRED:				
July 3, 2018	No				

## BACKGROUND:

Cathy Dominico from Capital Public Financing Group will present an overview and provide discussion regarding the capital facilities funding plan related to the new high school, new elementary school and Glen Edwards Middle School modernization projects. Staff will present information related to the estimated project costs, funding sources and project cash flow.

Feedback and direction from the Board will be used to implement the capital facilities funding plan that best serves the district.

## **RECOMMENDATION:**

Administration recommends the Board receive the information.

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

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

Approve Resolution 18/19.01 – Requesting the Placer County Board of Supervisors Establish a Tax Rate for Bonds Expected to be Sold in 2018-19

Action

Yes

REQUESTED BY: Audrey Kilpatrick Assistant Superintendent of Business Services and Operations

**DEPARTMENT:** Facilities FINANCIAL INPUT/SOURCE:

Facilities Bond Funds

**ENCLOSURES:** 

**MEETING DATE:** 

July 3, 2018

ROLL CALL REQUIRED: Yes

## **BACKGROUND:**

Resolution 18/19.01 requests the Placer County Board of Supervisors establish a tax rate for bonds expected to be sold in 2018-19 to continue to provide funding necessary for the construction of the new high school, new elementary school and modernization of Glen Edwards Middle School. The District plans to issue the remaining 2014C Bonds \$15 million of Measure A bonds and the remaining 2016B Bonds \$30 million of Measure N bonds this fall.

Also included as attached is the letter to Placer County and the estimated debt service schedules for Measures A - Series 2014C and Measure N - Series 2016B.

## **RECOMMENDATION:**

Staff recommends the Board of Trustees approve Resolution 18/19.01 to allow the County to collect property taxes in 2018-19 to fund the 2018-19 debt service payments on both series of bonds.

### WESTERN PLACER UNIFIED SCHOOL DISTRICT

### **RESOLUTION NO. 18/19.01**

## RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ESTABLISH A TAX RATE FOR BONDS OF THE DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2018-19 AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

RESOLVED, by the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District"), as follows:

WHEREAS, the Board is authorized to, and intends to, issue during the District's 2018-19 fiscal year ("Fiscal Year 2018-19"), its Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2014, Series C, in the principal amount of \$15,000,000 (the "2014C Bonds"), for purposes authorized by the voters of the District, and its Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2016, Series B, in the principal amount of \$30,000,000 (the "2016B Bonds"), for purposes authorized by the voters of the District;

WHEREAS, the Board of Supervisors (the "County Board") of Placer County (the "County") is required to take action approving a tax rate for payment of general obligation bond indebtedness of the District, and it is the responsibility of the Auditor-Controller of the County to calculate the tax rates for the County Board's action thereon;

WHEREAS, the Board deems it necessary and desirable to issue the 2014C Bonds and the 2016B Bonds during Fiscal Year 2018-19 and, as authorized by the California Education Code (the "Education Code"), that the County levy a tax for payment on debt service due on the 2014C Bonds and the 2016B Bonds during Fiscal Year 2018-19, and believes that the 2014C Bonds and the 2016B Bonds will be sold during Fiscal Year 2018-19;

WHEREAS, the Board has determined that it is not possible or advisable to sell the 2014C Bonds and the 2016B Bonds in time to provide the Auditor-Controller of the County, or other appropriate County official, the actual debt service to calculate the tax rates necessary to pay debt service on the 2014C Bonds and the 2016B Bonds in order that such tax rates may be reflected on 2018-19 property tax bills of taxpayers in the District; and

WHEREAS, section 15252 *et seq.* of the Education Code provides that the board of supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal and interest on the bonds authorized by the district electors with the county and not sold, and which the board of trustees of a district informs the board of supervisors in their belief will be sold before

the next tax levy, and further provides that said board of supervisors shall levy a tax sufficient to pay the principal and interest so estimated;

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Trustees of the Western Placer Unified School District, as follows:

Section 1. <u>Recitals</u>. All of the above recitals are correct.

Section 2. Estimate of Tax Levy. The Superintendent or the Assistant Superintendent Business & Operations, or such other officer of the District as either authorized officer may designate (each, an "Authorized District Representative"), is hereby authorized and directed to prepare an estimate of all payments of principal and interest which shall become due on the 2014C Bonds and the 2016B Bonds expected to be sold after the setting of the tax levy for Fiscal Year 2018-19, and to cause the debt service schedule so prepared to be provided to the County Board and to the officers of the County responsible for preparing the tax levy for bonds of the District and for levying said tax. The District estimates that the sale of the 2014C will not exceed amount of \$15,000,000, an amount equal to the District's authorized but unissued bonds, and are expected to be issued on or about October 2, 2018. The District estimates that the sale of the 2016B will not exceed amount of \$30,000,000, an amount equal to the District's authorized but unissued bonds, and are expected to be issued on or about October 2, 2018.

## Section 3. Request to County to Levy Tax.

(a) The County Board is hereby requested, in accordance with section 15252 *et seq.* of the Education Code, to adopt a tax rate for the 2014C Bonds expected to be sold during Fiscal Year 2018-19 based upon the estimated debt service schedule prepared by officers of the District, and to levy a tax in Fiscal Year 2018-19 on all taxable property in the District sufficient to pay said estimated debt service on the 2014C Bonds. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

(b) The County Board is hereby requested, in accordance with section 15252 *et seq.* of the Education Code, to adopt a tax rate for the 2016B Bonds expected to be sold during Fiscal Year 2018-19 based upon the estimated debt service schedule prepared by officers of the District, and to levy a tax in Fiscal Year 2018-19 on all taxable property in the District sufficient to pay said estimated debt service on the 2016B Bonds. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

## Section 4. Application of Tax Proceeds.

(a) In the event that the 2014C Bonds are not sold during Fiscal Year 2018-19, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the 2014C Bonds, or payment of other outstanding bonds of the District payable from the debt service fund of the District, the Board hereby requests that the County Auditor-Controller, or other appropriate official of the

County, cause the remaining proceeds of the tax to be held in the debt service fund and applied to debt service on outstanding bonds of the District coming due in Fiscal Year 2019-20.

(b) In the event that the 2016B Bonds are not sold during Fiscal Year 2018-19, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the 2016B Bonds, or payment of other outstanding bonds of the District payable from the debt service fund of the District, the Board hereby requests that the County Auditor-Controller, or other appropriate official of the County, cause the remaining proceeds of the tax to be held in the debt service fund and applied to debt service on outstanding bonds of the District coming due in Fiscal Year 2019-20.

*Section 5.* <u>Filing of Resolution</u>. The Clerk of the Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the County Board and to cause copies of this Resolution to be delivered to the County Director of Finance.

*Section 6.* <u>Further Authorization</u>. The President of the Board, the Clerk of the Board, or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the Series A Bonds, which any of them necessary and desirable to accomplish the purpose hereof.

Section 7. Effective Date. This resolution shall take effect from and after its adoption.

\* \* \* \* \* \* \*

PASSED AND ADOPTED this 3rd day of July, 2018, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED:

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

Attest:

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



Board of Trustees: Paul Long Brian Haley Paul Carras Kris Wvatt Damian Armitage

600 Sixth Street, Suite 400, Lincoln CA 95648

Western Placer

Superintendent: Scott Leaman

July 5, 2018

Placer County Auditor-Controller Attn: Roxanne Norad 2970 Richardson Dr. Auburn, CA 95603

Dear Ms. Norad:

The Western Placer Unified School District is planning to sell general obligation bonds on or about October 2, 2018, which is after you will be calculating tax rates for the 2018-19 Fiscal Year. These bonds include \$15 million of Series C Bonds from the Election of 2014 ("2014 Series C Bonds") and \$30 million of Series B Bonds from the Election of 2016 ("2016 Series B Bonds").

In order for the County to levy an ad valorem property tax rate in fiscal year 2018-19 to pay debt service on the bonds, on July 3, the District Board adopted a resolution requesting the Board of Supervisors to establish a tax rate for bonds expected to be sold.

The approved resolution and estimated debt service schedule is attached, so that a tax rate for fiscal year 2018-19 can be levied to pay bond debt service.

Please let me know if you have any questions.

Sincerely.

Audrey Kilpatrick Assistant Superintendent Business & Operations Western Placer Unified School District



99

#### SOURCES AND USES OF FUNDS

\$15,000,000 WESTERN PLACER UNIFIED SCHOOL DISTRICT (Placer County, California) General Obligation Bonds, Election of 2014, Scries C (2018) PRELIMINARY

Dated Date	09/01/2018
Delivery Date	09/01/2018

#### Sources:

Bond Proceeds:	
Par Amount	15,000,000.00
Net Premium	868,861.00
	15,868,861.00
Uses:	
Project Fund Deposits:	
Project Fund	15,628,804.17
Delivery Date Expenses:	
Cost of Issuance	125,000.00
Underwriter's Discount	67,500.00
Bond Insurance (20 bps)	47,556.83
	240,056.83
	15,868,861.00

#### BOND DEBT SERVICE

#### \$15,000,000 WESTERN PLACER UNIFIED SCHOOL DISTRICT (Placer County, California) General Obligation Bonds, Election of 2014, Series C (2018) PRELIMINARY

09/01/2018

Dated Date

		livery Date	09/01/2018		
Period		0	• • •		Annual
Ending	Principal	Coupon	Interest	Debt Service	Debt Service
02/01/2019			248,713.54	248,713.54	
08/01/2019	405,000	3.000%	298,456.25	703,456.25	952,169.79
02/01/2020	· · · j		292,381.25	292,381.25	
08/01/2020	365,000	3.000%	292,381.25	657,381.25	949,762.50
02/01/2021	,		286,906.25	286,906,25	,
08/01/2021	380,000	4.000%	286,906.25	666,906.25	953,812.50
02/01/2022			279,306.25	279,306.25	,
08/01/2022	395,000	4.000%	279,306.25	674,306.25	953,612.50
02/01/2023			271,406.25	271,406.25	·
08/01/2023	410,000	4.000%	271,406.25	681,406.25	952,812.50
02/01/2024			263,206.25	263,206.25	
08/01/2024	425,000	4.000%	263,206.25	688,206.25	951,412.50
02/01/2025			254,706.25	254,706.25	
08/01/2025	440,000	5.000%	254,706.25	694,706.25	949,412.50
02/01/2026			243,706.25	243,706.25	
08/01/2026	465,000	5.000%	243,706.25	708,706.25	952,412.50
02/01/2027			232,081.25	232,081.25	
08/01/2027	485,000	5.000%	232,081.25	717,081.25	949,162.50
02/01/2028			219,956.25	219,956.25	
08/01/2028	510,000	5.000%	219,956.25	729,956.25	949,912.50
02/01/2029			207,206.25	207,206.25	
08/01/2029	535,000	5.000%	207,206.25	742,206.25	949,412.50
02/01/2030			193,831.25	193,831.25	
08/01/2030	565,000	5.000%	193,831.25	758,831.25	952,662.50
02/01/2031			179,706.25	179,706.25	
08/01/2031	590,000	5.000%	179,706.25	769,706.25	949,412.50
02/01/2032			164,956.25	164,956.25	
08/01/2032	620,000	3.125%	164,956.25	784,956.25	949,912.50
02/01/2033			155,268.75	155,268.75	
08/01/2033	640,000	3.250%	155,268.75	795,268.75	950,537.50
02/01/2034			144,868.75	144,868.75	
08/01/2034	660,000	3.250%	144,868.75	804,868.75	949,737.50
02/01/2035			134,143.75	134,143.75	
08/01/2035	685,000	3.375%	134,143.75	819,143.75	953,287.50
02/01/2036			122,584.38	122,584.38	
08/01/2036	705,000	3.375%	122,584.38	827,584.38	950,168.76
02/01/2037			110,687.50	110,687.50	
08/01/2037	730,000	3.500%	110,687.50	840,687.50	951,375.00
02/01/2038			97,912.50	97,912.50	
08/01/2038	755,000	3.500%	97,912.50	852,912.50	950,825.00
02/01/2039			84,700.00	84,700.00	
08/01/2039	780,000	4.000%	84,700.00	864,700.00	949,400.00
02/01/2040			69,100.00	69,100.00	
08/01/2040	815,000	4.000%	69,100.00	884,100.00	953,200.00
02/01/2041			52,800.00	52,800.00	
08/01/2041	845,000	4.000%	52,800.00	897,800.00	950,600.00

(Finance 8.000 Western Placer USD (CA):WESTERN-2014C) Page 7

#### BOND DEBT SERVICE

#### \$15,000,000 WESTERN PLACER UNIFIED SCHOOL DISTRICT (Placer County, California) General Obligation Bonds, Election of 2014, Series C (2018) PRELIMINARY

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
2/01/2042			35,900.00	35,900.00	
8/01/2042	880,000	4.000%	35,900.00	915,900.00	951,800.00
2/01/2043			18,300.00	18,300.00	
18/01/2043	915,000	4.000%	18,300.00	933,300.00	951,600.00
	15,000,000		8,778,413.55	23,778,413.55	23,778,413.55

#### SOURCES AND USES OF FUNDS

#### \$30,000,000 WESTERN PLACER UNIFIED SCHOOL DISTRICT (Placer County, California) General Obligation Bonds, Election of 2016, Series B (2018) PRELIMINARY

Dated Date	09/01/2018
Delivery Date	09/01/2018

#### Sources:

Bond Proceeds:	
Par Amount	30,000,000.00
Net Premium	1,738,565.05
	31,738,565.05
Uses:	
Project Fund Deposits:	
Project Fund	31,383,446.54
Delivery Date Expenses:	
Cost of Issuance	125,000.00
Underwriter's Discount	135,000.00
Bond Insurance (20 bps)	95,118.51
	355,118.51
	31,738,565.05

#### BOND DEBT SERVICE

#### \$30,000,000 WESTERN PLACER UNIFIED SCHOOL DISTRICT (Placer County, California) General Obligation Bonds, Election of 2016, Series B (2018) PRELIMINARY

	Dated Date Delivery Date		09/01/2018 09/01/2018			
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	
02/01/2019			497,445.31	497,445.31		
08/01/2019	810,000	3.000%	596,934.38	1,406,934.38	1,904,379.69	
02/01/2020	010,000		584,784.38	584,784.38	.,	
08/01/2020	735,000	3.000%	584,784.38	1,319,784.38	1,904,568.76	
02/01/2021	· ,		573,759.38	573,759.38	· ·	
08/01/2021	755,000	4.000%	573,759.38	1,328,759.38	1,902,518.76	
02/01/2022			558,659.38	558,659.38		
08/01/2022	785,000	4.000%	558,659.38	1,343,659.38	1,902,318.76	
02/01/2023			542,959.38	542,959.38		
08/01/2023	815,000	4.000%	542,959.38	1,357,959.38	1,900,918.76	
02/01/2024			526,659.38	526,659.38		
08/01/2024	850,000	4.000%	526,659.38	1,376,659.38	1,903,318.76	
02/01/2025	,		509,659.38	509,659.38		
08/01/2025	885,000	5.000%	509,659.38	1,394,659.38	1,904,318.76	
02/01/2026			487,534.38	487,534.38		
08/01/2026	925,000	5.000%	487,534.38	1,412,534.38	1,900,068.76	
02/01/2027			464,409.38	464,409.38		
08/01/2027	975,000	5.000%	464,409.38	1,439,409.38	1,903,818.76	
02/01/2028			440,034.38	440,034.38		
08/01/2028	1,020,000	5.000%	440,034.38	1,460,034.38	1,900,068.76	
02/01/2029			414,534.38	414,534.38		
08/01/2029	1,075,000	5.000%	414,534.38	1,489,534.38	1,904,068.76	
02/01/2030			387,659.38	387,659.38		
08/01/2030	1,125,000	5.000%	387,659.38	1,512,659.38	1,900,318.76	
02/01/2031			359,534.38	359,534.38		
08/01/2031	1,185,000	5.000%	359,534.38	1,544,534.38	1,904,068.76	
02/01/2032			329,909.38	329,909.38		
08/01/2032	1,240,000	3.125%	329,909.38	1,569,909.38	1,899,818.76	
02/01/2033			310,534.38	310,534.38		
08/01/2033	1,280,000	3.250%	310,534.38	1,590,534.38	1,901,068.76	
02/01/2034			289,734.38	289,734.38		
08/01/2034	1,325,000	3.250%	289,734.38	1,614,734.38	1,904,468.76	
02/01/2035			268,203.13	268,203.13		
08/01/2035	1,365,000	3.375%	268,203.13	1,633,203.13	1,901,406.26	
02/01/2036			245,168.75	245,168.75		
08/01/2036	1,410,000	3.375%	245,168.75	1,655,168.75	1,900,337.50	
02/01/2037			221,375.00	221,375.00		
08/01/2037	1,460,000	3.500%	221,375.00	1,681,375.00	1,902,750.00	
02/01/2038			195,825.00	195,825.00		
08/01/2038	1,510,000	3.500%	195,825.00	1,705,825.00	1,901,650.00	
02/01/2039			169,400.00	169,400.00	1 007 000 00	
08/01/2039	1,565,000	4.000%	169,400.00	1,734,400.00	1,903,800.00	
02/01/2040			138,100.00	138,100.00	1 001 000 00	
08/01/2040	1,625,000	4.000%	138,100.00	1,763,100.00	1,901,200.00	
02/01/2041	1 /00 000	1 00001	105,600.00	105,600.00	1 001 000 00	
08/01/2041	1,690,000	4.000%	105,600.00	1,795,600.00	1,901,200.00	

(Finance 8.000 Western Placer USD (CA):WESTERN-2016B) Page 7

#### BOND DEBT SERVICE

#### \$30,000,000 WESTERN PLACER UNIFIED SCHOOL DISTRICT (Placer County, California) General Obligation Bonds, Election of 2016, Series B (2018) PRELIMINARY

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2042			71,800.00	71,800.00	
08/01/2042	1,760,000	4,000%	71,800.00	1,831,800.00	1,903,600.00
02/01/2043	. ,		36,600.00	36,600.00	
08/01/2043	1,830,000	4.000%	36,600.00	1,866,600.00	1,903,200.00
	30,000,000		17,559,254.85	47,559,254.85	47,559,254.85

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

	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.

Approve Resolution 18/19.02 – Expressing Action Official Intent Regarding Certain Capital Expenditures To Be Reimbursed From Proceeds of a Tax-Exempt Obligations

REQUESTED BY: Audrey Kilpatrick Assistant Superintendent of Business Services and Operations

DEPARTMENT: Facilities

**ENCLOSURES:** 

Yes

FINANCIAL INPUT/SOURCE: Facilities Bond Funds

**MEETING DATE:** 

July 3, 2018

ROLL CALL REQUIRED: Yes

## BACKGROUND:

Resolution 18/19.02 will allow the District to reimburse itself for expenditures that may be made on Measure A and N projects for the construction of the new high school, new elementary school and modernization of Glen Edwards Middle School from the issuance of the remaining \$15 million of Measure A bonds and the remaining \$30 million of Measure N bonds this fall.

Exhibit A, as attached, provides a description of the capital projects for Measures A and N.

## **RECOMMENDATION:**

Staff recommends the Board of Trustees approve Resolution 18/19.02 expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of a tax-exempt obligations.

## WESTERN PLACER UNIFIED SCHOOL DISTRICT

## **RESOLUTION NO. 18/19.02**

## RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF A TAX-EXEMPT OBLIGATION

RESOLVED, by the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District"), as follows:

WHEREAS, the District has developed a list of capital projects (the "Projects") described in Exhibit A hereto;

WHEREAS, all or a portion of the expenditures relating to the Projects (the "Expenditures") (i) have been paid within the sixty days prior to the passage of this Resolution or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the District reasonably expects to reimburse itself for the Expenditures with the proceeds of an obligation the interest on which will be excluded from the gross income of the owner or owners of such obligation;

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

*Section 1.* The District reasonably expects to reimburse the Expenditures with proceeds of one or more obligations to be issued by the District.

*Section 2.* The maximum principal amount of the obligations expected to be issued for the Projects is \$45,000,000.

*Section* 3. This Resolution is a declaration of official intent to reimburse expenditures pursuant to Treasury Regulations Section 1.150-2.

*Section 4.* All actions of the officers, agents and employees of the District or other entity of the District that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified and confirmed.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

\* \* \* \* \* \*

I, the undersigned Secretary of the Board of Trustees of the Western Placer Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board of Trustees of the Western Placer Unified School District at a meeting thereof on the 3rd day of July, 2018, by the following vote of the members thereof:

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary

## EXHIBIT A

## DESCRIPTION OF THE PROJECTS

Projects approved by the voters of the District at an election on November 4, 2014, including the construction of a new high school and improvements to the existing high school by updating/replacing of aging classrooms and support facilities, and instructional technology needed for improved teaching, replacing portable classrooms, repairing/replacing roofs, worn-out floors, electrical systems, seismic upgrades and improving energy efficiency to save money and support instruction within the District

Projects approved by the voters of the District at an election on November 8, 2016, including to construct a new elementary school to prevent overcrowding and to upgrade/ enhance/ expand Glen Edwards Middle School by repairing classrooms, leaky roofs, ensuring safe drinking water, improving student safety, and updating and constructing science, math, computer labs, and a new gymnasium

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

<b>MISSION STATEMENT</b> : Empower Students with the skills, know Changing World.	wledge, and attitudes for Success in an Ever
DISTRICT GLOB	AL GOALS
<ol> <li>Develop and continually upgrade a well articulated</li></ol>	pecial emphasis on students
students to achieve their highest potential, with a signal <li>Foster a safe, caring environment where individual</li> <li>Provide facilities for all district programs and function</li>	differences are valued and respected.
cleanliness and attractiveness. <li>Promote the involvement of the community, parents</li>	ions that are suitable in terms of function, space,
organizations, etc. as partners in the education of the	s, local government, business, service
5. Promote student health and nutrition in order to end	he students.
SUBJECT: Approve Resolution 18/19.03 and Calling for a Local General Obligation Bond Measure for November 6, 2018 General Election	AGENDA ITEM AREA: Action
REQUESTED BY:	ENCLOSURES:
Scott Leaman, Superintendent Audrey Kilpatrick, Asst. Supt. Business & Operations	Yes
DEPARTMENT:	FINANCIAL INPUT/SOURCE:
Facilities	Restricted Facilities Funding/Bond Funds
MEETING DATE:	ROLL CALL REQUIRED:
July 3, 2018	Yes

## BACKGROUND:

Resolution 18/19.03 calls for a general obligation bond measure to be placed on the November 6, 2018 ballot to fund capital improvements related to safety and security improvements projects and youth athletics and aquatics center projects. The capital improvements related to school safety are districtwide at all school sites. Additionally, the bond would fund construction of health science and medical technology CTE classrooms and labs, fields and hardcourts, aquatics center and auxiliary gymnasium at the new high school and district wide improvements to athletic facilities, tracks and fields. A bond project list as presented in Exhibit A provides a detail of the projects by school site or districtwide.

The proposed bond measure, in conjunction with available eligible State funding, would fund the improvements and new construction projects.

The next opportunity for a local general obligation bond election is November 6, 2018. In order to call for a bond election on that date, at tonight's meeting, the Board will consider a resolution formally calling for the election, identifying the ballot language, setting forth the facilities projects to be funded from a bond, and determining the amount of bond authorization requested.

## **RECOMMENDATION:**

Staff recommends the Board of Trustees approve Resolution 18/19.03 and to call for a local general obligation bond measure on November 6, 2018.

## WESTERN PLACER UNIFIED SCHOOL DISTRICT

## **RESOLUTION NO. 18/19.03**

## RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District"), within Placer County, California (the "County"), is authorized to order elections within the District and to designate the specifications thereof, pursuant to sections 5304 and 5322 of the California Education Code (the "Education Code");

WHEREAS, the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes hereinafter specified, pursuant to section 15100 *et seq.* of the California Education Code;

WHEREAS, pursuant to section 18 of Article XVI and section 1 of Article XIII A of the California Constitution, and section 15266 of the California Education Code, school districts may seek approval of general obligation bonds and levy an *ad valorem* tax to repay those bonds upon a 55% vote of those voting on a proposition for the purpose, provided certain accountability measures are included in the proposition;

WHEREAS, such a bond election must be conducted concurrent with a statewide primary election, general election or special election, or at a regularly scheduled local election, as required by section 15266 of the California Education Code;

WHEREAS, on November 6, 2018, a general election is scheduled to occur throughout the District;

WHEREAS, pursuant to section 15270 California Education Code, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the legal limit of \$60 per year per \$100,000 of assessed valuation of taxable property;

WHEREAS, section 9400 *et seq.* of the California Elections Code requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by the District, relating to the election; and

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Trustees of the Western Placer Unified School District as follows:

Section 1. Specifications of Election Order. Pursuant to sections 5304, 5322, 15100 et seq., and section 15266 of the California Education Code, an election shall be held within the

boundaries of the District on November 6, 2018, for the purpose of submitting to the registered voters of the District the following proposition:

## BOND AUTHORIZATION

By approval of this proposition by at least 55% of the registered voters voting on the proposition, the District shall be authorized to issue and sell bonds of up to \$60,000,000 in aggregate principal amount to provide financing for the specific school facilities projects listed in the Bond Project List attached hereto as Exhibit A, subject to all of the accountability safeguards specified below. Bonds will be issued in one or more series.

## ACCOUNTABILITY SAFEGUARDS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers of the District may be assured that their money will be spent to address the specific facilities needs of the District, in compliance with the requirements of Article XIII A, section 1(b)(3) of the State Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at section 15264 *et seq.* of the California Education Code).

*Evaluation of Needs.* The Board has updated its Facilities Master Plan in order to evaluate and address all of the facilities needs of the District, and to determine which projects to finance from a local bond at this time. The Board hereby certifies that it has evaluated safety, class size reduction and information technology and other needs in developing the Bond Project List contained in Exhibit A.

Independent Citizens' Oversight Committee. The Board shall establish an independent Citizens' Oversight Committee (section 15278 *et seq.* of the California Education Code), to ensure bond proceeds are expended only for the school facilities projects listed in Exhibit A. The committee shall be established within 60 days of the date when the results of the election appear in the minutes of the Board.

Annual Performance Audits. The Board shall cause an annual, independent performance audit to be conducted to ensure that the bond proceeds have been expended only on the school facilities projects listed in Exhibit A.

Annual Financial Audits. The Board shall cause an annual, independent financial audit of the bond proceeds to be conducted until all of those proceeds have been spent for the school facilities projects listed in Exhibit A.

## BOND PROJECT LIST

The Bond Project List attached to this resolution as Exhibit A shall be considered a part of the ballot proposition, and shall be reproduced in any official document required to contain the full statement of the bond proposition.

The Bond Project List, which is an integral part of this proposition, lists the specific projects the District proposes to finance with proceeds of the Bonds. Listed repairs, rehabilitation

projects and upgrades will be completed as needed. Each project is assumed to include its share of costs of the election and bond issuance, architectural, engineering, and similar planning costs, construction management, and a customary contingency for unforeseen design and construction costs. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. In addition, certain construction funds expected from non-bond sources, including State grant funds for eligible projects, have not yet been secured. Therefore the Board cannot guarantee that the bonds will provide sufficient funds to allow completion of all listed projects.

## FURTHER SPECIFICATIONS

*No Administrator Salaries.* Proceeds from the sale of bonds authorized by this proposition shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

*Single Purpose.* All of the purposes enumerated in this proposition shall be united and voted upon as one single proposition, pursuant to section 15100 of the California Education Code, and all the purposes shall constitute the specific single purpose of the bonds, and proceeds of the bonds shall be spent only for such purpose, pursuant to section 53410 of the California Government Code.

*Section* 2. <u>Brief Statement of Proposition</u>. Pursuant to section 13247 of the California Elections Code and section 15122 of the California Education Code, the Board hereby directs the Registrar of Voters to use the following abbreviation of the bond proposition on the ballot:

"To improve local schools and student safety with funding that cannot be taken by the State, upgrade safety and security communication systems, qualify for State matching funds; provide health science labs/classrooms, college/job training facilities; aquatic center/physical education facilities, shall Western Placer Unified School District issue \$60,000,000 in bonds with an estimated \$3,600,000 in taxes raised annually on average for 32 years at average projected tax rates of 2.5¢ per \$100 of assessed value, requiring independent audits and oversight?"

Section 3. <u>Voter Pamphlet</u>. The Registrar of Voters of the County is hereby requested to reprint Section 1 hereof (including Exhibit A hereto) in its entirety in the voter information pamphlets to be distributed to voters pursuant to section 13307 of the California Elections Code. In the event Section 1 is not reprinted in the voter information pamphlets in its entirety, the Registrar of Voters of the County is hereby requested to print, immediately below the impartial analysis of the bond proposition, in no less than 10-point boldface type, a legend substantially as follows:

"The above statement is an impartial analysis of Measure \_\_\_\_\_. If you desire a copy of the measure, please call the Placer County Registrar of Voters at (530) 886-5650 and a copy will be mailed at no cost to you."

*Section 4*. <u>Required Vote</u>. Pursuant to section 18 of Article XVI and section 1 of Article XIII A of the State Constitution, the above proposition shall become effective upon the affirmative vote of at least 55% of those voters voting on the proposition.

*Section 5.* <u>State Matching Funds</u>. In addition to the amount of Bonds issued, it is the Board's intention to seek State funding, in the event and to the extent it is available.

Section 6. Request to County Officers to Conduct Election. The Registrar of Voters of the County is hereby requested, pursuant to section 5322 of the California Education Code, to take all steps to call and hold the election in accordance with law and these specifications.

## Section 7. Consolidation Requirement; Canvass.

(a) Pursuant to section 15266(a) of the California Education Code, the election shall be consolidated with the general election on November 6, 2018.

(b) The Board of Supervisors of the County is authorized and requested to canvass the returns of the election, pursuant to section 10411 of the California Elections Code.

*Section 8.* Delivery of Order of Election to County Officers. The Clerk of the Board is hereby directed to deliver, no later than August 10, 2018, one copy of this Resolution to the County Superintendent of Schools and the Registrar of Voters of the County together with the Tax Rate Statement (attached hereto as Exhibit B), completed and signed by the Superintendent, and shall file a copy of this Resolution with the Clerk of the Board of Supervisors of the County.

*Section 9.* <u>Ballot Arguments</u>. The members of the Board are hereby authorized, but not directed, to prepare and file with the Registrar of Voters of the County a ballot argument in favor of the proposition contained in Section 1 hereof, within the time established by the Registrar of Voters of the County.

*Section 10.* <u>Further Authorization</u>. The members of this Board, the Superintendent, and all other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this resolution.

Section 11. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this 3rd day of July, 2018, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED:

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

Attest:

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

## CLERK'S CERTIFICATE

I, , Clerk of the Board of Trustees of the Western Placer Unified School District, of Placer County, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a meeting of the Board of Trustees of the District duly and regularly held at the regular meeting place thereof on July 3, 2018, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was present. The resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

At least 24 hours before the time of said meeting, a written notice and agenda of the meeting was mailed and received by or personally delivered to each member of the Board of Trustees not having waived notice thereof, and to each local newspaper of general circulation, radio, and television station requesting such notice in writing, and was posted in a location freely accessible to members of the public, and a brief description of the resolution appeared on said agenda.

I have carefully compared the same with the original minutes of the meeting on file and of record in my office. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 3rd day of July, 2018.

Clerk of the Board of Trustees Western Placer Unified School District

## EXHIBIT A

## WESTERN PLACER UNIFIED SCHOOL DISTRICT

## BOND PROJECT LIST

The Western Placer Unified School District ("District") currently serves a population of almost 7,000 students in 11 schools. The District is focused on providing a top-quality education to prepare students for college and 21st-century careers. Rigorous academic programs emphasize science, technology, language and math. Exceptional teachers, a strong curriculum, safe and up-to-date classrooms and the support of our local community are key to maintaining our students' success.

It is imperative that our students are housed in safe schools. In addition, our students would benefit from complete, comprehensive, and efficient schools. We need to act locally to build safe and modern schools to ensure our students have the educational opportunities they deserve.

## Student Safety and Security Improvement Projects

• Safety and security systems installation and/or replacement projects are planned to be completed at school sites throughout the District and may include:

o Installation of enhanced door security locks, controlled access systems, fencing, gates, public address/communications systems, security cameras, window coverings, intruder and fire alarms, sidewalks/fire vehicle access

## Youth Athletics and Aquatics Center Projects

- Youth athletic improvements are planned to be completed at the following school sites:
  - o <u>New High School Phase 2</u>

Construction of health and biomedical career training classrooms and labs, stadium completion, lighting, field and hardcourt surface installation, parking for fields and public library, construction of auxiliary gymnasium and new aquatics center

o Lincoln High School

□ Stadium improvements, scoreboard installation, hardcourt improvements, baseball field fencing, weight room/team room improvements

o <u>Glen Edwards Middle School</u>

□ Replace and repair decomposed granite track, natural grass fields, and irrigation systems

- o <u>New Elementary School</u>
  - □ Installation of athletic playing fields and backstops
- o Districtwide Physical Education Facilities

Outdoor safety enhancements and improvements of fields and playgrounds, installation of outdoor and athletic equipment

Each project is assumed to include its share of costs of the bond issuance, architectural, engineering, and similar planning costs, furniture, equipment, construction management, and a customary contingency for design and construction costs. Projects may also include the preparation of facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by bond projects. Necessary site preparation/restoration and landscaping may occur in connection with new construction, removation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, redirecting fire access, and acquiring any necessary easements, licenses, or rights of way to the property.

For any project involving modernization or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new replacement construction if the Board of Trustees determines that replacement and new construction is economically more practical.

The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be performed.

Bond proceeds shall be expended only for the specific purposes identified herein. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the bond projects, but not for other administrator or teacher salaries. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

In order to maximize the effectiveness of the bond proceeds in meeting the need for public school facilities, charter schools receiving allocations of bond proceeds shall have the greatest amount of flexibility possible to lease, purchase, develop, and finance charter school facilities so as long as consistent with State laws applicable to charter school facilities projects and Board approval.

### EXHIBIT B

## TAX RATE STATEMENT

An election will be held in the Western Placer Unified School District (the "District") on November 6, 2018, to authorize the sale of up to \$60,000,000 in bonds of the District for the specific school facilities projects listed in the Bond Project List established by the District, as described in the proposition. If the bonds are authorized and a State bonding capacity waiver is received, the District expects to sell the bonds in two or more series. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California.

1. The best estimate from official sources of the average annual tax rate that would be required to be levied to fund that bond issue over the entire duration of the bond debt service, based on assessed valuations available at the time of the election or a projection based on experience within the same jurisdiction or other demonstrable factors is 2.5 cents per \$100 of assessed valuation (\$25 per \$100,000 of assessed valuation) of all property to be taxed. The best estimate of the final fiscal year in which the tax is anticipated to be collected is 2049-50.

2. The best estimate from official sources of the highest tax rate that would be required to be levied to fund that bond issue, and an estimate of the year in which that rate will apply, based on assessed valuations available at the time of the election or a projection based on experience within the same jurisdiction or other demonstrable factors is 3 cents per \$100 of assessed valuation (\$30 per \$100,000 of assessed valuation) of all property to be taxed. The best estimate of the year in which the highest tax rate will apply is anticipated to be 2021-22.

3. The best estimate from official sources of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is \$115,000,000.

Voters should note that such estimated tax rates are specific to the repayment of bonds issued under this authorization and are and will be in addition to tax rates levied in connection with other bond authorizations approved or to be approved by the District or any other overlapping public agency.

Voters should note that estimated tax rate is based on the ASSESSED VALUE of taxable property on Placer County's official tax rolls, not on the property's market value. Property owners should consult their own property tax bills to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The actual tax rates and the years in which they will apply may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for construction funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the Placer County Assessor in the annual assessment and the equalization process.

Dated: July 3, 2018.

Superintendent Western Placer Unified School District

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

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

## SUBJECT:

Consider Approving Resolution No. 18/19.4 Authorizing the Elimination and/or reduction of Certain Classified Employee Positions Due to Lack of Work/Lack of Funds.

**REOUESTED BY:** Gabe Simon, Ed.D. Assistant Superintendent of Personnel Services

**DEPARTMENT:** Personnel

FINANCIAL INPUT/SOURCE: Supplemental Funds

**MEETING DATE:** 

July 3, 2018

## **BACKGROUND:**

Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 18/19.4. The positions being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA, Board Policy and Education Code.

## **RECOMMENDATION:**

Approve Resolution No. 18/19.4, Authorizing the Elimination and/or reduction of Certain Classified Employee Positions due to Lack of Work/Lack of Funds.

**ROLL CALL REQUIRED:** Yes

**AGENDA ITEM AREA:** Discussion/Action

**ENCLOSURES:** 

Resolution No. 18/19.4

## WESTERN PLACER UNIFIED SCHOOL DISTRICT RESOLUTION NO. 18/19.4

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

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

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce or eliminate the following positions in the District not later than September 4, 2018, due to lack of work/lack of funds:

Reduce One (1) 4.25 hour Intervention Services Provider position (Carlin C. Coppin Elementary School) from 4.25 hours (.53125 FTE) to 3.2 hours (.40000 FTE)

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on September 4, 2018, the above-referenced classified positions shall be reduced or eliminated.

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

ADOPTED by the Governing Board of Western Placer Unified School District on July 3, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Page 1 of 2

President Board of Trustees Western Placer Unified School District

Attested:

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

Clerk Board of Trustees Western Placer Unified School District

# 123

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

## SUBJECT:

Consider Approving Resolution No. 18/19.5 Authorizing the Elimination and/or reduction of Certain Classified Employee Positions Due to Lack of Work/Lack of Funds.

REQUESTED BY: 65 Gabe Simon, Ed.D. 65 Assistant Superintendent of Personnel Services

**DEPARTMENT:** Personnel FINANCIAL INPUT/SOURCE: General Funds

## MEETING DATE: July 3, 2018

ROLL CALL REQUIRED: Yes

## **BACKGROUND:**

Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 18/19.5. The positions being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA, Board Policy and Education Code.

## **RECOMMENDATION:**

Approve Resolution No. 18/19.5, Authorizing the Elimination and/or reduction of Certain Classified Employee Positions due to Lack of Work/Lack of Funds.

AGENDA ITEM AREA: Discussion/Action

Discussion/Action

ENCLOSURES: Resolution No. 18/19.5

## WESTERN PLACER UNIFIED SCHOOL DISTRICT RESOLUTION NO. 18/19.5

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

WHEREAS, Education Code §45117, District Policy and the collective bargaining

agreement between the Western Placer Unified School District and the California School Employees Association permit the Governing Board to reduce the number of classified positions for lack of work or lack of funds;

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce or eliminate the following positions in the District not later than September 4, 2018, due to lack of work/lack of funds:

Eliminate One (1) 2 hour (.25 FTE) Instructional Aide position at Lincoln Crossing Elementary School

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on September 4, 2018, the above-referenced classified positions shall be reduced or eliminated.

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

ADOPTED by the Governing Board of Western Placer Unified School District on July 3, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Page 1 of 2

President Board of Trustees Western Placer Unified School District

Attested:

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

Clerk Board of Trustees Western Placer Unified School District

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

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World. DISTRICT GLOBAL GOALS 1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students 2. Foster a safe, caring environment where individual differences are valued and respected. 3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness. 4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students. 5. Promote student health and nutrition in order to enhance readiness for learning. SUBJECT: AGENDA ITEM AREA: Approve Resolution No. 18/19.6, Adopting the Mitigated Action Negative Declaration and Mitigation Monitoring and Reporting Program and Approval of New High School Project **REQUESTED BY: ENCLOSURES:** Michael Adell Yes Director of Facilities **DEPARTMENT:** FINANCIAL INPUT/SOURCE: Facilities Measure A **MEETING DATE: ROLL CALL REQUIRED:** July 3, 2018 Yes

## **BACKGROUND:**

The California Environmental Quality Act (CEQA), Public Resources Code Sections 21080 et seq., requires the District, as the project proponent, to prepare an Initial Study (IS) to analyze environmental impacts of a proposed project, prepare a Negative Declaration (ND) or Mitigated Negative Declaration (MND), and adopt all feasible measures to mitigate those impacts.

ECORP Consulting, Inc., prepared the Initial Study for the Twelve Bridges High School Master Plan, and determined that a MND was the appropriate environmental document. A Notice of Intent to adopt the MND was published in the Sacramento Bee on May 15, 2018 to notify the public of the availability of the IS/MND for public review and the opportunity for individuals and public agencies to submit written comments on the document beginning on May 15, 2018 and ending on June 14, 2018. The IS/MND was made available for public review at the District Office, City of Lincoln Library, the ECORP Consulting web link, and WPUSD web link.

ECORP has finalized the IS/MND and Mitigation Monitoring and Reporting Program (MMRP) as required by CEQA. Based on the MND and MMRP, although the project could have a significant effect on the environment, there will not be a significant effect because of the mitigation measures incorporated into the project.

## **RECOMMENDATION:**

Staff recommends that the Board of Trustees approve Resolution 18/19.6, Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and Approval of New High School Project.

## WESTERN PLACER UNIFIED SCHOOL DISTRICT

## **RESOLUTION NO. 18/19.6**

## Adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and Approval of New High School Project

WHEREAS, the Western Placer Unified School District developed the proposed New High School Master Plan Project to create a new high school in the Twelve Bridges area in two phases with the first phase including classroom buildings, administration building, student center building, sports fields, and parking completed in 2021 to accommodate 1,200 students and the second phase to include additional buildings to accommodate 2,000 students total; and

WHEREAS, the California Environmental Quality Act ("CEQA") requires the District to evaluate and determine whether the proposed project could create significant environmental impacts and develop and adopt feasible mitigation measures to reduce such impacts to less than significant levels; and

WHEREAS, the District engaged ECORP Consulting, Inc. ("ECORP"), to conduct an environmental review of the proposed project under CEQA; and

WHEREAS, ECORP analyzed the proposed project in an Initial Study ("IS") and determined that it could potentially create significant environmental impacts to aesthetics, biological resources, cultural resources, geology and soils, paleontological resources, and tribal cultural resources, but that implementation of certain mitigation measures would reduce such impacts to less than significant levels and that a Mitigated Negative Declaration ("MND") is the appropriate environmental document; and

WHEREAS, ECORP prepared an IS/MND that describes the proposed project, analyzes the potential environmental impacts, and, together with the Mitigation Monitoring and Reporting Program ("MMRP") that ECORP prepared and identified mitigation measures to reduce those significant environmental impacts to less than significant; and

WHEREAS, the IS/MND was noticed and circulated for public review and comment according to CEQA procedures; and

**NOW, THEREFORE, BE IT RESOLVED** that based upon the whole of the administrative record, the IS/MND and MMRP, the Western Placer Unified School District Board of Education ("Board") hereby finds the following:

- 1. That the above recitals are true and correct.
- 2. The Board has independently reviewed and considered the IS/MND and MMRP.
- 3. There is no fair argument or substantial evidence that the mitigated proposed project will have a potentially significant effect on the environment, and an environmental impact report is not required.

4. This Resolution wholly reflects the District's independent judgement and analysis.

**BE IT FURTHER RESOLVED** that the Board hereby adopts the MND prepared by ECORP dated June 2018 and MMRP dated June 2018.

BE IT FURTHER RESOLVED that the Board hereby approves the proposed project.

**BE IT FURTHER RESOLVED** that the Board directs the Superintendent or designee to file with the County Clerk and State Clearinghouse a Notice of Determination for the approval of the proposed project.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Western Placer Unified School District, Placer County, State of California, this 3rd day of July, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Governing Board, Western Placer Unified School District

ATTEST:

Secretary of the Board of Trustees, Western Placer Unified School District

#### SECTION 3.0 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED AND DETERMINATION

#### 3.1 **Environmental Factors Potentially Affected**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

$\boxtimes$	Aesthetics	٦ŀ	lazards/Hazardous Materials		Public Services
	Agriculture and Forestry Resources	٦ŀ	lydrology/Water Quality		Recreation
	Air Quality	[]ι	and Use and Planning		Transportation/Traffic
$\boxtimes$	Biological Resources	[] N	Aineral Resources	$\boxtimes$	Tribal Cultural Resources
$\boxtimes$	Cultural Resources		loise		Utilities and Service Systems
$\boxtimes$	Geology and Soils	🛛 Р	Paleontological Resources		Mandatory Findings of Significance
	Greenhouse Gas Emissions	🗌 р	opulation and Housing		

## Determination

On the basis of this initial evaluation:

I find that the Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Project, nothing further is required.

Michael Adell

**Director of Facilities** 

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## Twelve Bridges High School Master Plan

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

June 2018.



ECORP Consulting, Inc. ENVIRONMENTAL CONSULTANTS



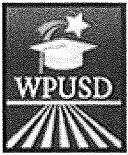
FINAL Initial Study and Mitigated Negative Declaration

## TWELVE BRIDGES HIGH SCHOOL MASTER PLAN

State Clearinghouse Number 2018052037

June 2018

Lead Agency:



Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, California 95648

Prepared by:

ECORP Consulting, Inc. ENVIRONMENTAL CONSULTANTS

2525 Warren Drive Rocklin, California 95677

## Final Initial Study and Mitigated Negative Declaration Twelve Bridges High School Master Plan

## CONTENTS

SECTION 1.0	Introduction	
1.1	Background of Environmental Review Process for the Project	1-1
1.2	Intended Uses of the IS/MND	1-1
1.3	Organization and Scope of this Document	1-3
SECTION 2.0	Response to Comments	

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## SECTION 1.0 INTRODUCTION

This document, in conjunction with the draft Initial Study/Mitigated Negative Declaration (IS/MND) responds to comments made on the proposed Twelve Brides High School Master Plan Project. While the State California Environmental Quality Act (CEQA) Guidelines do not require a final initial study or the preparation of formal responses to comments on draft initial studies/mitigated negative declarations, in order to provide further disclosure of the Project's impacts, the Western Placer Unified School District (WPUSD) has determined to provide responses to the comments it has received.

## **1.1** Background of Environmental Review Process for the Project

## 1.1.1 INITIAL STUDY

The IS/MND was released for public and agency review on May 15, 2018, with the 30-day review period ending on June 14, 2018. WPUSD received two comment letters during this review period. There were no revisions to the Initial Study required by issues raised in the comment letters.

## 1.1.2 RESPONSE TO COMMENTS

This section provides a response to comments received on the IS/MND and is included as Section 2.0 of this document.

## 1.2 Intended Uses of the IS/MND

The IS/MND in its final form will be used by WPUSD in considering approval of the Proposed Project. In accordance with CEQA Guidelines Section 15074, the IS/MND will be used as the primary environmental document in consideration of all subsequent actions associated with the Project, to the extent such actions require CEQA compliance and as otherwise permitted under applicable law.

## 1.1.3 CONSIDERATION OF COMMENTS

Prior to taking action on the Proposed Project, WPUSD will consider the IS/MND, this response to comments document, and any additional comments or testimony. Negative declarations and mitigated declarations are considered and adopted per CEQA Guidelines Section 15074, which reads as follows:

## **15074. CONSIDERATION AND ADOPTION OF A NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION.**

- (a) Any advisory body of a public agency making a recommendation to the decision-making body shall consider the proposed negative declaration or mitigated negative declaration before making its recommendation.
- (b) Prior to approving a project, the decision-making body of the lead agency shall consider the proposed negative declaration or mitigated negative declaration together with any comments received during the public review process. The decision-making body shall adopt the proposed negative declaration or mitigated negative declaration only if it finds on the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant

effect on the environment and that the negative declaration or mitigated negative declaration reflects the lead agency's independent judgment and analysis.

- When adopting a negative declaration or mitigated negative declaration, the lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.
- (d) When adopting a mitigated negative declaration, the lead agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects.
- (e) A lead agency shall not adopt a negative declaration or mitigated negative declaration for a project within the boundaries of a comprehensive airport land use plan or, if a comprehensive airport land use plan has not been adopted, for a project within two nautical miles of a public airport or public use airport, without first considering whether the project will result in a safety hazard or noise problem for persons using the airport or for persons residing or working in the project area.
- (f) When a non-elected official or decision-making body of a local lead agency adopts a negative declaration or mitigated negative declaration, that adoption may be appealed to the agency's elected decision-making body, if one exists. For example, adoption of a negative declaration for a project by a city's planning commission may be appealed to the city council. A local lead agency may establish procedures governing such appeals.

Upon review and consideration of the IS/MND, WPUSD may take action to adopt, revise, or reject the Proposed Project. A decision to approve the Proposed Project would be made in a resolution recommending certification of the IS/MND as part of the consideration of the Proposed Project. WPUSD has prepared this IS/MND and has determined that the environmental impacts of the Proposed Project have been reduced to a less than significant level through mitigation measures adopted as part of a Mitigation Monitoring and Reporting Program (MMRP).

## **1.3** Organization and Scope of this Document

This document is organized in the following manner:

## **SECTION 1.0 – INTRODUCTION**

Section 1.0 provides an overview of the environmental review process to date and discusses the CEQA requirements for consideration and adoption of a mitigated negative declaration.

## SECTION 2.0 – COMMENTS AND RESPONSES TO COMMENTS

Section 2.0 provides a list of commenters, copies of written comments (coded for reference), and the responses to those comments made on the IS/MND.

June 2018

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## SECTION 2.0 RESPONSE TO COMMENTS

## 2.1 List of Commenters

The following individuals and representatives of organizations and agencies submitted written comments on the IS/MND.

Letter	Agency, Organization, or Individual	
A	Stephanie Tadlock, Environmental Scientist Central Valley Regional Water Quality Control Board	June 6, 2018
В	Scott Morgan, Director, State Clearinghouse	June 14, 2018

## 2.2 Comments and Responses

## 2.2.1 RESPONSES TO COMMENT LETTERS

Written comments on the draft IS/MND are reproduced on the following pages, along with responses to those comments. CEQA does not require lead agencies to provide formal responses to comments received on initial studies supporting proposed mitigated negative declarations; however, WPUSD prepared this response to comments document to provide responses to comments received on the IS/MND in order to provide comprehensive information and disclosure for both the public and State's decision-makers.

Where changes deemed necessary to clarify the draft IS/MND text result from responding to comments, those minor changes are included in the response and demarcated with revision marks (underline for new text, strikeout for deleted text).

June 2018

(2018-017)

### Letter A - Central Valley RWQCB

## Letter A



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Central Valley Regional Water Quality Control Board

6 June 2018

Michael Adell Western Placer Unified School District 600 Sixth Street Lincoln, CA 95648

CERTIFIED MAIL 91 7199 9991 7039 6992 0739

#### COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, TWELVE BRIDGES HIGH SCHOOL MASTER PLAN PROJECT, SCH# 2018052037, PLACER COUNTY

Pursuant to the State Clearinghouse's 15 May 2018 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Twelve Bridges High School Master Plan Project, located in Placer County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

#### I. Regulatory Setting

#### Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

A-1

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases,

KARL E. LONGLEY SCD, P.E., CHAIN | PATRICK PULUPA, EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95570 | www.waterboards.ca.gov/centralvalley

🖏 ACCYCLOD PARCA

Sc	Letter A <sub>2</sub> continued	6 June 2018		
	the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues.			
	For more information on the Water Quality Control Plan for the Sacramento an Joaquin River Basins, please visit our website: http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/.	nd San		
	Antidegradation Considerations			
	All wastewater discharges must comply with the Antidegradation Policy (State Resolution 68-16) and the Antidegradation Implementation Policy contained in Plan. The Antidegradation Policy is available on page IV-15.01 at: http://www.waterboards.ca.gov/centratvalleywater_issues/basin_plans/sacsjr.p	the Basin		
	In part it states:		A-1	
	Any discharge of waste to high quality waters must apply best practicable tr control not only to prevent a condition of pollution or nuisance from occurrin maintain the highest water quality possible consistent with the maximum be people of the State.	a, but also to	cont.	
	This information must be presented as an analysis of the impacts and poten of the discharge on water quality, as measured by background concentration applicable water quality objectives.	itial impacts ns and		
	The antidegradation analysis is a mandatory element in the National Pollutant Elimination System and land discharge Waste Discharge Requirements (WDR processes. The environmental review document should evaluate potential imp surface and groundwater quality.	s) permitting		
11.	Permitting Requirements			
	Construction Storm Water General Permit Dischargers whose project disturb one or more acres of soil or where projects of than one acre but are part of a larger common plan of development that in total one or more acres, are required to obtain coverage under the General Permit for Water Discharges Associated with Construction Activities (Construction General Construction General Permit Order No. 2009-009-DWQ. Construction activity this permit includes clearing, grading, grubbing, disturbances to the ground, su stockpiling, or excavation, but does not include regular maintenance activities per restore the original line, grade, or capacity of the facility. The Construction General requires the development and implementation of a Storm Water Pollution Prevent	l disturbs or Storm al Permit), subject to ch as performed to neral Permit	A-2	

## Letter A continued

Twelve Bridges High School Master Plan Project Placer County - 3 -

6 June 2018

(SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at: http://www.waterboards.ca.gov/water\_issues/programs/stormwater/constpermits.shtml, Phase I and II Municipal Separate Storm Sewer System (MS4) Permits<sup>1</sup> The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process. For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/centralvalley/water issues/storm water/municipal permits/. For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at: A-2 http://www.waterboards.ca.gov/water\_issues/programs/stormwater/phase\_ii\_municipal.sht cont. ml Industrial Storm Water General Permit Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ. For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/centralvalley/water\_issues/storm\_water/industrial\_general\_ permits/index.shtml. Clean Water Act Section 404 Permit If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure <sup>1</sup> Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalilies, including non-traditional Small

MS4s, which include military bases, public campuses, prisons and hospitals.

## Letter A continued

Twelve Bridges High School Master Plan Project Placer County 6 June 2018

that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

#### Clean Water Act Section 401 Permit - Water Quality Certification

If an USACOE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

#### Waste Discharge Requirements - Discharges to Waters of the State

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/help/business\_help/permit2.shtml,

#### Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Risk General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Risk Waiver)

R5-2013-0145. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Risk General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board\_decisions/adopted\_orders/water\_quality/2003/wqo/w qo2003-0003.pdf

A-2

cont.

## Letter A continued

Twelve Bridges High School Master Plan Project Placer County -5-

6 June 2018

For more information regarding the Low Risk Waiver and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board\_decisions/adopted\_orders/waivers/r5-2013-0145\_res.pdf

#### Regulatory Compliance for Commercially Irrigated Agriculture

If the property will be used for commercial irrigated agricultural, the discharger will be required to obtain regulatory coverage under the Irrigated Lands Regulatory Program. There are two options to comply:

- Obtain Coverage Under a Coalition Group. Join the local Coalition Group that supports land owners with the implementation of the Irrigated Lands Regulatory Program. The Coalition Group conducts water quality monitoring and reporting to the Central Valley Water Board on behalf of its growers. The Coalition Groups charge an annual membership fee, which varies by Coalition Group. To find the Coalition Group in your area, visit the Central Valley Water Board's website at: http://www.waterboards.ca.gov/centralvalley/water\_issues/irrigated\_lands/for\_growe rs/apply\_coalition\_group/index.shtml or contact water board staff at (916) 464-4611 or via email at IrrLands@waterboards.ca.gov.
- 2. Obtain Coverage Under the General Waste Discharge Requirements for Individual Growers, General Order R5-2013-0100. Dischargers not participating in a third-party group (Coalition) are regulated individually. Depending on the specific site conditions, growers may be required to monitor runoff from their property, install monitoring wells, and submit a notice of intent, farm plan, and other action plans regarding their actions to comply with their General Order. Yearly costs would include State administrative fees (for example, annual fees for farm sizes from 10-100 acres are currently \$1,084 + \$6.70/Acre); the cost to prepare annual monitoring reports; and water quality monitoring costs. To enroll as an Individual Discharger under the Irrigated Lands Regulatory Program, call the Central Valley Water Board phone line at (916) 464-4611 or e-mail board staff at IrrLands@waterboards.ca.gov.

#### Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for Dewatering and Other Low Threat Discharges to Surface Waters (Low Threat General Order) or the General Order for Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water A-2

cont.

Iter Board to obtain coverage und information regarding the Low Th entral Valley Water Board websit v.waterboards.ca.gov/centralvalle i3-0074.pdf information regarding the Limited visit the Central Valley Water Boa	y/board_decisions/adopted_orders/general_	ss, rd
entral Valley Water Board websit v.waterboards.ca.gov/centralvalle I3-0074.pdf information regarding the Limitec visit the Central Valley Water Boa v.waterboards.ca.gov/centralvalle	e at: y/board_decisions/adopted_orders/general_ Threat General Order and the application ird website at:	rd
risit the Central Valley Water Boa v.waterboards.ca.gov/centralvalle	rd website at:	
1		·••
ermit		
other than into a community sew under a National Pollutant Disch Report of Waste Discharge must	rer system, the proposed project will require arge Elimination System (NPDES) permit. A	
alley Water Board website at:		
	posed project discharges waste the other than into a community sew under a National Pollutant Disch Report of Waste Discharge must obtain a NPDES Permit. information regarding the NPDES alley Water Board website at: v.waterboards.ca.gov/centralvalle	posed project discharges waste that could affect the quality of surface waters of other than into a community sewer system, the proposed project will require under a National Pollutant Discharge Elimination System (NPDES) permit. A Report of Waste Discharge must be submitted with the Central Valley Water obtain a NPDES Permit. information regarding the NPDES Permit and the application process, visit the alley Water Board website at: v.waterboards.ca.gov/centralvalley/help/business_help/permit3.shtml estions regarding these comments, please contact me at (916) 464-4644 or

Styhatic Jullack Stephanie Tadlock

**Environmental Scientist** 

State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento CC:

#### Comment Letter A – Stephanie Tadlock, Environmental Scientist, Central Valley RWQCB

- Response A-1: This comment does not comment on the adequacy of the Initial Study analysis. Comment noted.
- Response A-2: This comment does not comment on the adequacy of the Initial Study analysis. Comment noted.

#### Letter B - Governor's Office of Planning and Research



GOVERNOR

Letter B STATE OF CALIFORNIA GOVERNOR'S OFFICE of PLANNING AND RESEARCH STATE CLEARINGHOUSE AND PLANNING UNIT



B-1

June 14, 2018

Michael Adell Western Placer Unified School District 600 Sixth Street Lincoln, CA 95648

Subject: Twelve Bridges High School Master Plan SCH#: 2018052037

Dear Michael Adell:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on June 13, 2018, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse immediately.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expensive of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely

Scott Morgan Director, State Clearinghouse

Enclosures cc: Resources Agency

> 1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044 1-916-445-0613 FAX 1-916-558-3164 www.opr.ca.gov

#### Comment Letter B – Scott Morgan, Director, Governor's Office of Planning & Research

Response B-1: The comment letter confirms WPUSD has complied with the State Clearinghouse public review requirements pursuant to CEQA and states no State agencies have provided comments. WPUSD acknowledges the confirmation; no other response is required.

#### www.ecorpconsulting.com

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SAN DIEGO, CA (858) 279-4040 REDLANDS, CA (909) 307-0046

CHICO, CA (530) 809-2585 SANTA ANA, CA (714) 648-0630

SANTA FE, NM (714) 222-5932



## Twelve Bridges High School Master Plan

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

30me 2018.



ECORP Consulting, Inc.

FINAL

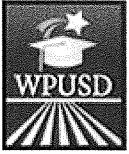
Mitigation Monitoring and Reporting Program

# TWELVE BRIDGES HIGH SCHOOL MASTER PLAN

State Clearinghouse Number 2018052037

June 2018

Lead Agency:



Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, California 95648

Prepared by:



2525 Warren Lane Rocklin, California 95677

## SECTION 1.0 INTRODUCTION

In accordance with the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration (MND) that identifies adverse impacts related to the construction activity for the Twelve Bridges High School Master Plan Project was prepared. The MND identifies mitigation measures that would reduce or eliminate these impacts.

Section 21081.6 of the Public Resources Code and Sections 15091(d) and 15097 of the State CEQA Guidelines require public agencies to adopt a reporting and monitoring program for changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. A MMRP is required for the Proposed Project, because the IS/MND identified potentially significant adverse impacts related to construction activity, and mitigation measures have been identified to mitigate these impacts. Adoption of the MMRP will occur along with approval of the Proposed Project.

## 1.1 Purpose of the Mitigation Monitoring and Reporting Program

This MMRP has been prepared to ensure that all required mitigation measures are implemented and completed according to schedule and maintained in a satisfactory manner during the construction and operation of the Proposed Project, as required. The MMRP may be modified by the Western Placer Unified School District during project implementation, as necessary, in response to changing conditions or other Project refinements. Table 1-1 has been prepared to assist the responsible parties in implementing the MMRP. This table identifies the category of significant environmental impact(s), individual mitigation measures, monitoring and mitigation timing, responsible person/agency for implementing the measure, monitoring and reporting procedure, and notation space to confirm implementation of the mitigation measures. The numbering of the mitigation measures follows the numbering sequence in the IS/MND.

### 1.2 Roles and Responsibilities

The Western Placer Unified School District, as Lead Agency, is responsible for oversight of compliance of the mitigation measures in the MMRP.

## 1.3 Mitigation Monitoring and Reporting Plan

The column categories identified in the MMRP table (Table 1-1) are described below.

- Mitigation Measure This column lists the mitigation measures by number.
- **Monitoring Activity/Timing/Frequency/Schedule** This column lists the activity to be monitored for each mitigation measure, the timing of each activity, and the frequency/schedule of monitoring for each activity.
- **Implementation Responsibility/Verification** This column identifies the entity responsible for complying with the requirements of the mitigation measure, and provides space for verification initials and date.

- **Responsibility for Oversight of Compliance/Verification** This column provides the agency responsible for oversight of the mitigation implementation, and is to be dated and initialed by the agency representative based on the documentation provided by the construction contractor or through personal verification by agency staff.
- **Outside Agency Coordination** this column lists any agencies with which WPUSD may coordinate for implementation of the mitigation measure.
- Comments -- this column provides space for written comments, if necessary.

	ancy on Comments						
	Outside Agency Coordination						
Table 1-1. Twelve Bridges High School Master Plan Project - Mitigation Monitoring and Reporting Program	Responsibility for Oversight of Compliance/ Verification	wPUSD Initials		Date	QSUAW	Initials	Date
ın Project - Mitigation Monitc	Implementation Responsibility/ Verification	Architect / Contractor Initials		Date	Architect / Contractor	Initials	Date
ges High School Master Pla	Monitoring Activity/Timing/ Frequency/ Schedule	Activity: Implementation of lighting control measures.	Timing: During construction and operation.	Frequency: As required.	Activity: Implementation of glare control measures.	Timing: Incorporated as part of Project building design and during construction	and operation of the Proposed Project. <b>Frequency:</b> As required.
Table 1-1. Twelve Bridg	Mitigation Measure	<b>AES-1:</b> All stadium field lighting fixtures shall be designed, located, installed, aimed downward or toward structures, and maintained in good order to prevent glare, light trespass, and light pollution off-site. Lighting fixtures shall be mounted,	aimed, and shielded so that their beams tail within the primary playing area and their immediate surroundings, and shall not exceed one foot-candle at the property line of the nearest sensitive receptor. The sports lighting shall be turned	off as soon as possible following the end of the event when players and spectators are leaving the field. Where feasible, a tow-level lighting system shalf be used to facilitate spectators leaving the facility, cleanup, nighttime maintenance, and other closing activities.	AES-2: Bare metallic or otherwise reflective surfaces such as large expanses of windows, non-finished metal roofs, light poles, pipes, vents, gutters, and flashings shall have a non-	reflective finish or be concealed from view.	

Mitigation Monitoring and Reporting Program

## 1-3

June 2018

Comments			
Outside Agency Coordination	Possible coordination with CDFW and/or USFWS		
Responsibility for Oversight of Compliance/ Verification	WPUSD Initials	Date	
Implementation Responsibility/ Verification	Contractor Initials	Date	
Monitoring Activity/Timing/ Frequency/Schedule	Activity: Rare plant survey Timing: Prior to grading and construction activities. Frequency:	Once prior to construction.	
Mitigation Measure	<ul> <li>BIO-1: An early season rare plant survey for dwarf downingia, pincushion navarretia, and Ahart's dwarf rush will be required to complete the protocol level rare plant survey. In order to complete the rare plant survey and minimize potential impacts the following measures are required:</li> <li>Perform the early season focused plant surveys according to USFWS, CDFW, and CNPS protocol. Surveys will be timed according to the blooming</li> </ul>	<ul> <li>period for target species and known reference populations, if available, and/or local herbaria will be visited prior to surveys to confirm the appropriate phenological state of the target species.</li> <li>The USFWS generally considers plant survey results valid for approximately three years. Therefore, follow-up surveys may be necessary if Project implementation occurs after this three-year window.</li> <li>If special-status plant species are found, avoidance zones may be established around plants to clearly demarcate areas for avoidance. Avoidance measures and buffer distances may vary between species and the specific avoidance will be determined in coordination with appropriate</li> </ul>	<ul> <li>If special-status plant species are found within the Project and avoidance of the species is not possible, then additional measures such as seed collection and/or translocation may be developed in consultation with the appropriate agencies.</li> <li>If no special-status plants are found, no further measures pertaining to special-status plants are necessary.</li> </ul>

Mitigation Monitoring and Reporting Program

BIO-2: Prior to any Project grading or construction, Activity. Section 7 consultation shall occur with USFWS to establish Section 3	Frequency/ Schedule	Responsibility/ Verification	Compliance/ Verification	Outside Agency Coordination	Comments
ance. anovor minimiziizanon measures ivi anv	Activity: Section 7 consultation.	Project Biologist	WPUSD	Coordination with USFWS	
	Timing: Prior to grading and construction activities.	Initials	Initials		
Freq.	Frequency: During construction.	Date	Date		
BIO-3: WPUSD shall retain a biologist to conduct a Activity: preconstruction western spadefoot survey within 48 hours Western prior to the initiation of grading and construction activity within survey	vity: tern spadefoot ey	Project Biologist	QSUAM	Coordination with CDFW	
	Timing: Within 48 hours prior to the initiation of Project grading and construction	Initials	Initials		
	activity Frequency: During construction.	Date	Date		
	vity: hern western pond	Project Biologist	WPUSD	Coordination with CDFW	
	urue survey Timing: Within 48 hours prior to the initiation of Project	Initials	Initials		
Inther the mine	grading and construction activity Frequency: During construction.	Date	Date		

Outside Agency Coordination Comments	tion with								
Outside Coord	Coordination with CDFW				Coordination with	CDFW			
Responsibility for Oversight of Compliance/ Verification	DSDAW	Initials	Date		Collam		Initials		Date
Implementation Responsibility/ Verification	Project Biologist	Initials	Date		Daviosé Distaciat		fnitials		Date
Monitoring Activity/Timing/ Frequency/ Schedule	Activity: Nesting bird survey	Timing: Within 14 days prior to the initiation of Project grading and construction activity	Frequency: During construction.		A	American badger survey	Timing: Within 14 days prior to the initiation of Project	grading and construction activity	Frequency: During construction.
Mitigation Measure	<b>BIO-5:</b> Conduct a pre-construction nesting bird survey of all suitable habitat on the Project within 14 days prior to the commencement of construction during the nesting season	(February 1-August 31). Surveys should be conducted within 500 feet of the Project for Swainson's hawk, 300 feet of the Project for nesting raptors, including burrowing owl, and 100 feet of the Project for nesting songbirds. If active nests are found, a no-disturbance buffer around the nest shall be	established. The buffer distance shall be established by a biologist in consultation with CDFW or the CEQA lead agency. The buffer shall be maintained until the fledglings are	capable of flight and become independent of the nest tree, to be determined by a qualified biologist. Once the young are independent of the nest, no further measures are necessary. Pre-construction nesting surveys are not required for construction activity outside the nesting season.	DIO P. The Decise Analisment shall solved to	conduct a preconstruction American badger survey within 14 days prior to the initiation of construction activity within	suitable habitat for American badger. This shall include the identification of suitable American Badger burrows and making a determination as to whether or not burrows are	actively being used by American badger. If American badger individuals are not found during the preconstruction survey,	the biologist shall document the inidings in a letter report, and no further mitigation shall be required. If individuals are found, the biologist shall consult with CDFW to determine appropriate avoidance measures.

Mitigation Measure	Monitoring Activity/Timing/ Frequency/ Schedule	Implementation Responsibility/ Verification	Responsibility for Oversight of Compliance/ Verification	Outside Agency Coordination	Comments
<ul> <li>BIO-7: The following mitigation measures are required to minimize potential impacts to Waters of the U.S.:</li> <li>A permit authorization to fill wetlands under the</li> </ul>	Activity: Section 404 and Section 401 permits	Project Biologist	WPUSD	Coordination with USACE	
Section 404 of the federal CWA (Section 404 Permit) must be obtained from USACE prior to discharging any dredged or fill materials into any Waters of the U.S. Mitigation measures will be developed as part of the Section 404 Permit to	Timing: Prior to grading and construction activity	Initials	Initials		
ensure no net loss of wetland function and values. An application for a Section 404 Permit for the Project will be prepared and submitted to USACE, and will include direct, avoided, and preserved acreages to Waters of the U.S. Mitigation for impacts to Waters of the U.S. within the Project	Frequency: During construction.	Date	Date		
<ul> <li>Area is proposed at a 1:1 ratio for direct impacts, however final mitigation requirements will be developed in consultation with USACE.</li> <li>A Water Quality Certification or waiver pursuant to Section 401 of the CWA must be obtained for Section 404 permit actions.</li> </ul>					
CUL-1: If subsurface deposits believed to be cultural or human in origin are discovered during grading and construction activities, all work must halt within a 100-foot	Activity: If any cultural resource materials are found then	Project Archaeologist	WPUSD		
radius of the discovery. A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologist, shall be retained to evaluate the significance of the find, and shall have the authority to modify	ground disturbing activities must be suspended within a100- foot radius of the find.	Initials	Initials		
the no-work radius as appropriate, using professional judgment. The following notifications shall apply, depending on the nature of the find:	Timing: During construction.	Date	Date		
<ul> <li>If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately and no agency notifications are required.</li> <li>If the professional archaeologist determines that the find does represent a cultural resource from</li> </ul>	Frequency: As required.				
Mitigation Monitoring and Reporting Program	1-7	2			June 2018

<ul> <li>mendately inter prior decrements affation, hor scree shall mendately interprient approximation and solutions in the interpretent externance of equilibility and interpretent externance of externance and each externance of externance exterance exteranc</li></ul>	Mitigation Measure	Monitoring Activity/Timing/ Frequency/ Schedule	Implementation Responsibility/ Verification	Responsibility for Oversight of Compliance/ Verification	Outside Agency Coordination	Comments
	any time period or cultural affiliation, he or she shall immediately notify the lead agency and applicable landowner. The agencies shall consult on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be eligible for inclusion in the NRHP or CRHR. Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the site either: 1) is not eligible for the NRHP or CRHR; or 2) that the treatment measures have been completed to their satisfaction. If the find includes human remains, or remains that are potentially human, he or she shall ensure reasonable protection measures are taken to protect the discovery from disturbance (Assembly Bill [AB] 2641). The archaeologist shall notity the Placer County Coroner (as per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, good? 38 of the California Public Resources Code, Bill (AB] 2641, the archaeologist shall notity the Placer County Coroner (as per § 7050.5 of the Pracer County Coroner (as per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, good? 38 of the Public Resources Code, the result of a crime scene, the Coroner will notity the NAHC, which then will designate a Native American Most Likely Descendart (MLD) for the Project (§ 5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make rebury the remains where they will not be further disturbed (§ 5097.98 of the Public Resources Code).					
	site with the NAHC of the appropriate Information					
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	11120 J010		~		MODIOLIO 200 KODO	

Mitigation Monitoring and Reporting Program

1-8

Mitigation Measure	Monitoring Activity/Timing/ Frequency/ Schedule	Implementation Responsibility/ Verification	Responsibility for Oversight of Compliance/ Verification	Outside Agency Coordination	Comments
Center, using an open space or conservation zoning designation or easement, or recording a reinternment docurnent with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.					
CUL-2: If paleontological or other geologically sensitive resources are identified during any phase of project development, the construction manager shall cease	Activity: If paleontological materials are found then	Project Paleontologist	MPUSD		
	ground disturbing activities must be suspended as required by a qualified paleontologist.	Initials	Initials		
	Timing: During construction. Frequency: As required.	Date	Date		

Mitigation Monitoring and Reporting Program

June 2018

1-9

To be signed when all mitigation measures have been completed:

Western Placer Unified School District

Title Printed Name Date
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CHICO, CA (530) 809-2585 SANTA ANA, CA (714) 648-0630

SANTA FE, NM (714) 222-5932

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

MISS	ION 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 articulate achieve their highest potential, with a special emp	d K-12 academic program that challenges all students to
2.		
2. 3.		at uniferences are valued and respected.
5.	and attractiveness.	ictions that are surface in terms of function, space, cleaniness
4.		nts, local government, business, service organizations, etc. as
	partners in the education of the students.	and room Bollow without a province of the or Building and ap
5.	•	enhance readiness for learning.
S	SUBJECT:	AGENDA ITEM AREA:
N	Name of New Elementary School	Discussion/Action
F	REQUESTED BY:	ENCLOSURES:
	Scott Leaman, Superintendent	Yes
-		
I	DEPARTMENT:	<b>FINANCIAL INPUT/SOURCE:</b>
S	Superintendent	N/A
	•	
N	APPTINC DATE.	DOLL CALL DECHIDED.

**MEETING DATE:** July 3, 2018

ROLL CALL REQUIRED: No

## **BACKGROUND:**

The Western Placer Unified School District will be opening a new high school in the Twelve Bridges area of Lincoln in the Fall of 2021. Based on the input from the last Board meeting, the list of community names has been condensed and is attached.

The Board will discuss the next steps to determine the name of the school.

## **RECOMMENDATION:**

Discuss and/or act on next steps in the naming process.

# South Lincoln Crossing Elementary

Suggested Name	Reason or History
Aitken Ranch Elementary School	I believe it is on the old Aitken Ranch property. Lincoln Crossing should have been
-	Ferrari Ranch Elementary in sticking with the ranch names like Foskett.
Amazing Unicorn Elementary	Because we love unicorns
Barringer Elementary School •	I was researching former Lincoln mayors and his name came up. According to what
	I read he was one who help the city with surveying Lincoln Crossing and Sun City.
4	I am 5 and I like the name Bob
Brentford Elementary •	The street name that it's on
•	It's on Brentford street and it sounds nice.
Caledon Elementary •	It will be located on Caledon Street.
•	Location
•	Location
California Central •	Lincoln is here because of the railroad. Lincoln is named after the president of
	thethe railroad, Charles Lincoln Wilson. California Central.
Cambria Elementary •	It's rare and beautiful. The way lincoln feels.
Cedar Elementary •	Our cedar factory
Charles Gladding Elementary •	
(or variation of)	newspaper story peaked his interest. The article told of a road crew encountering a
	large layer of clay in the Lincoln area. With 25 years in the pottery business,
	Gladding needed no other enticement to travel to Placer County.
	Within months, Gladding, along with partners Peter McBean and George
	Chambers, invested \$12,000 to found Gladding, McBean & Co. For more than a
	century, the company would serve as the cornerstone of the community's economy."
•	Gladding made such an impact to Lincoln's expansion and economy
•	We have McBean Park but Gladding had just as big a part in establishing his
	company in Lincoln and helped begin the economic growth of Lincoln.
•	Founders of Gladding McBean
•	It goes with the history of Lincoln
•	Historical business
•	Honoring biggest industry in Lincoln
	Connection to Gladding McBean company.
Fred Rogers Elementary •	Mr Rogers always promoted childhood/neighbor values that carry over to adult life
Grey Elementary •	Named after Oliver Grey-longtime Lincoln resident, volunteer firefighter, Lion's Club,
	American Legion and WWII veteran in the Air Force and one of the most honorable
	and respected gentlemen in this town.
Joiner Elemantary •	The Joiner Family's contribution to the city
	Kris has been a great and humble leader in our education system. She has raised
	two daughters who also have taught in our schools She is also a great community
	leader and always serves with a great spirit and a smile. Now she has put forth
	great effort with the Potter team. I can't think of a more deserving local woman who
	has led in our education system here in Lincoln!
Lincoln Clay Elementary •	The clay factory
Lincoln crossing middle school	Closes nabor hood
Lincoln elementary •	There is none with this name.
Lincoln Leaders •	Leaders born and we can make everyone feel like they matter.
Live Like Soy	Sawyer lived for each moment. In the worst circumstances he uttered the word
-	"Brave" and that he was until the end full of courage and bravery and grace
Markham Elementary	Markham Ravine is in that area

Mamorial Elementary	Minite Lean appropriate why a particular family would want a cahool named after
Memorial Elementary	<ul> <li>While I can appreciate why a particular family would want a school named after their child, I don't think it's appropriate, and feel it is completely unfair and</li> </ul>
	insensitive to single out one child to name the school after, over all the other
	students we have lost. Our town has had SO many kids die (ranging in age from
	elementary to high school; reasons stemming from illness, to accident related), that
	the name of the school should be all encompassing. I think Memorial Elementary
	would be a good alternative to naming it after just one child (personally, I don't feel a
	child has done anything to warrant naming a school after them). To bring in all the
	kids who have passed, I could see bricks or blocks at the entrance of the school,
	with the names of all the kids who have passed away in this town who were once
	elementary school students in Lincoln.
Midford Elementary	It is the street that we live on. Plus, it sounds good. Figured we would recommend
	it for both the high school and elementary, with hope that one of them sticks for the
	community to vote on.
Narwhal elementary	We love Narwhals
Ohana Elementary	Ohana in the Hawaiian culture means family. The school
·	Is located around nothing but families and homes.
Park View	It goes well with the other elementary school names in the area
Riverwalk Elementry	Having the lake/river and walkways by the school
Ronald Reagan Elementary	California Govenor and US President
Sawer Orion Elementery School	Cancer
(or variation of)	<ul> <li>A hometown, Western Placer boy/student who lost his life to cancer.</li> </ul>
	Sawyer succomed to childhood cancer, foskett ranch kid
	Ive like soy
	To honor a very special boy #SawyersWariors
	Nice tribute
	Live like soy
	<ul> <li>Extremely loved boy from the community who lost his life to cancer at just 9 years</li> </ul>
	old. He captured the hearts of many people from the area, including mine. I've
	never seen such a brave soul in the face of something so terrifying.
	He was a great little boy from a wonderful local family who passed away from
	cancer. What a marvelous way to honor him and his memory and to show other
	kids how important they are.
	Because he should always be remembered
	It's A Strong BRAVE name
	In memory of Sawyer
	<ul> <li>Sawyer was a student in the WPUSD when he was diagnosed with Burkitt's</li> </ul>
	Lymphoma. He was a positive, kind-hearted, fun-loving child all throughout his
	battle with this disease. He brought a community together during his battle and we
	will never forget him. His name should live on in this community for generations to
	come.
	ILocal student who left a lasting legacy on this community
	· · · · ·
	To honor a young local boy who lost his battle with cancer.
	Everybody knows, child from Lincoln who passed from cancer
	Sawyer bravely fought cancer at the young age of 9 years old. He was from Lincoln
	and touched the lives of so manysome he new for years, some for mere seconds,
	and others only heard stories. He changed our lives forever. We all need to
	remember to #livelikesoy!
	Sawyer was a local student who lost his battle with cancer. He loved reading and
	learning and fought his illness with courage, setting a wonderful example for his
	peers.
	This sweet child brought our community together to fight for a cause bigger than
	ourselves!
	To honor Sawyer Orion Rummelhart.

- #Sawyerwarrior #livelikesoy
- Young boy who died of cancer and was well loved in Lincoln, very influential and inspiring
- Sawyer was a student in Lincoln who loved school, had perfect attendance every year, and has inspired people around the world to be brave when faced with adversity.
- My Grandson, Sawyer Orion Rummelhart, was diagnosed with Burkitts Lymphoma & died 2/19/16. Living so far away, we felt helpless as his mother, my daughter Kelly, struggled through this impossibly horrific time. While Kelly's moving from the sparse desert to Lincoln was a running gag for me, when I saw the overwhelming support Sawyer and his family received from the Lincoln community, I was actually thankful she had moved. The optimism & positive attitude shown by the community was a Godsend during his illness and fit perfectly with Sawyer's, so much so that the slogans "Brave" and "Live Like Soy" became a rallying cry & constant reminder to be brave, be considerate of others, don't whine but don't be afraid to cry, work hard but laugh and dance at every opportunity. Sawyer was & is an inspiration to thousands, not just in Lincoln, but thanks to the internet, all over the world. The spirit shown by Lincoln and surrounding areas during Sawyer's 9 too short years are the epitome & example of what community is & should be. That story should be told and retold with pride.
- Prominent member in community
- Sawyer was an amazing local child who touched so many lives! He passed from cancer two years ago.
- Sawyer Orion Rummelhart, my grandson, passed in 2016, he was nine years old. He fought a courageous battle with Burkett's Lymphoma. Sawyer loved school. He was an excellent student. He had perfect attendance, something he was so proud of, until he fell ill. He was so disappointed when his disease advanced to the point that he could not longer attend school. During Sawyers' short time on earth he united a community, way beyond the one in which he lived, and brought an enormous amount of awareness to childhood cancer. Even when he knew he was going to die from this cancer, his concern was with others. He chose to allow the study of his disease saying "I'm gonna help a lot of kids". Amazing, courageous, smart, brave, kind and loving, that was Sawyer.
- In memory for a child who touched the heart of Lincoln
- Legacy
- For sawyer
- In honor of a friends som who passed away from Cancer
- · Sawyer was a child cancer victim who deserves to be remembered
- Sawyer Orion Rummelhart was a brave little boy who lived in Lincoln and inspired many during his battle with what ended up being a terminal cancer.

 Sawyer Orion Rummelhart was diagnosed with Burtkitt's Lymphoma April of 2015, while he was a third grader at Foskett Elementary. He passed away 10 months later, as a 4th grader (February 2016) utilizing Home Hospital Schooling with his 4th grade teacher Mr. Law. Sawyer was an amazing classmate and friend to all. He had perfect attendance his entire time at Foskett. He won numerous awards, loved playing tether ball during recess and was kind to all.

Sawyer lived life to the fullest, regardless of the circumstances, a concept now known and celebrated as "Live Like Soy". While his 10 months battling cancer didn't define him, it certainly showcased the type of person Sawyer was ... BRAVE at heart.

Soy's friends, family and even strangers across the globe, became Sawyer's Warriors. Many were drawn to him, it was hard not to be, with his magical smile, positive attitude and will to survive through the worst of times. Soy and his family were very open about his fight with cancer, in order to help others truly understand the monster that is pediatric cancer. In doing so, many felt as if they knew Sawyer personally because of his amazing light.

- Sawyer was a brave little boy from Lincoln that brought the community together before his untimely passing from cancer at the age of 9. What an honor to have a school in his community named after such a brave warrior!
- Sawyer was an amazing young man in our community that everyone loved with an infectious smile. What better way to keep his memory alive.
- Sawyer Rummelhart was a BRAVE 9 year old from Lincoln (attended Foskett Ranch Elementary) and lost his fight with cancer in February 2016. His family, friends and entire community would be so proud to have a school named for such an amazing young man!
- · Sawyer his legacy to be brave and fight gallantly should live on
- My cousin was Sawyer and he died 2 years ago from cancer. He was only 9. I think it would be really cool to have a school named after Sawyer because he was everyone's friend and everyone really liked him! He was the best! Thank you.
- #livelikesoy
- In memory of Sawyer
- To honor Sawyer Orion who passed away from cancer in 2016. Thevwholewn rallied around the family his last 9 months of his life. He never stopped smilling through all the pain. He was a role model. When he was told he would not live past the age of 9, he words were, "I am going to save a lot of kids." He had his medical records donated for research.
- Because he loved school and it would give the kids someone to be proud of to represent.
- Live like Soy!!
- Sawyer left his mark on the city of Lincoln. He was brave, and good, and beautiful. I know that many of us who never met him loved him as our own. It would be a fantastic way to honor this sweet boy who showed us how to be a fighter. Gone but not forgotten.
- A Lincoln resident who died of cancer at just 9 years old. He brought the community together and brought such joy to everyone around him.
- · Sawyer Orion was an amazing child our community lost to cancer
- In Loving Memory of Sayer Rummelhart
- Brought community together
- Sawyer was an incredible child that passed away in February 2016 from pediatric cancer. His amazing spirit and smile has left its imprint on the lives of many in our town of lincoln.

- Sweet boy gone far too soon. Live like Soy!
- He is remembered throughout this entire city. I followed them on social media throughout his entire diagnosis, treatment and passing. He is such an inspiration for what bravery is. He deserves to be remembered this way.
- Sawyer was a wonderful 9 year old boy who lived in Lincoln. He was SO full of life, fun, jokes, dancing and the biggest smile you have ever seen. Then cancer stole this sweet boy from his family, Kelly and Erin, and his Brothers and Sister. He leaves behind a HUGE hole in the hearts of everyone who knew him. Just ask around~ almost everyone knew, or has heard of Sawyer and his awesome family. What an honor it would be to have an Elementary school named after a local boy!
- Live like Soy
- #livelikesoy
- Sawyer put a big impact not only on the Lincoln community but several communities and people. Sawyer was brave, a warrior, and a leader. He thrived for greatness. This legacy would be great for the students to model his characteristics.
- Sawyer's strength, smile, and will to live life to the fullest, even until the very end was more than an inspiration. That sweet young innocent boy brought more joy to people he didn't even know in his short lifetime than most people their entire lives.
- Sawyer touched the hearts of the entire lincoln community and then some! It would be great to have a school in honor of what an amazing and strong young boy he was!
- Very special boy with a big heart taken way too soon #forevernine
- Sawyer put a imprint on everyone's heart. People who personally knew him and strangers around the world. He was a brave little guy who kept a positive attitude and smile until his last breath. I seen Soy continue to try and keep up with the neighborhood kids and still shared his spence of humor. He was a light to many. A smile that could light up any room. What a great young man to honor his young life by using his name on a school.
- Sawyer touched the hearts of many in our community and I would think that this is a name that many families would stand behind.
- To honor an amazing young boy
- Sawyer is known all over Lincoln and has made a huge impact and it would be
   amazing to honor him with having the new elementary school named after him
- An amazing kid who lost his life to cancer
- In memory of Sawyer #livelikesoy
- Local 9 yr old boy that died from cancer but showed Our city of Lincoln what love is all about
- This kid made a huge impact on this town while barreling cancer
- He should be remembered
- Sawyer brought the Lincoln community together before he passed away from Cancer
- The town of Lincoln lost young Sawyer to cancer. The town has rallied behind his family for support
- Sawyer passed away from cancer at just nine years old. Everyday he reminds me everyday to be brave in the face of adversity, to dance when you've had a bad day and to smile when you want to cry. "Live like Soy" runs through my head everyday. I've never known anyone quite like him. He went to Foskett Ranch and touched to lives of many in his short life of just nine years.
- Sawyer was a sweet little kid from the Lincoln area that was taken from us way too early. He made an impact at such a young age and I think that legacy should continue.

- Sawyer is a local child who passed of cancer at the age of 9. He loved sea turtles and the colors green/blue
- The most wonderful forever 9 year old who was a Lincoln student. His family are involved and beloved lincolnites and Saywer deserves his legacy to be remembered. This was a LINCOLN child from a LINCOLN family.
- In remembrance of a boy who passed away too young, but made a big impact!
- To honor a young boy that touched so many during his short life
- In memory of Sawyer Orion, the toughest kid there ever was in Lincoln.
- An opportunity to honor Sawyer.
- Young boy passed from cancer
- Because he was a strong young man that touched our community deeply.
- Sawyer Orion was a courageous young man who brought our community together.
- Sawyer touched the lives of so many Lincoln families
- Young Lincoln Resident taken too soon and we can honor his special memory
- · He made an impact on the community
- Sawyer was the strongest little boy that I ever heard of.
- Local boy who lost his battle to cancer and was loved by all. His passing shook this community to its core!
- A brave young man that brought our community together.
- My friends deceased son. He was a true warrior.
- Sawyer Orion was an amazing soul that brought us together as a community. He spread kindness and taught a lot of kids and adults to be better people.
- A local child passed away from cancer.
- Sawyer was a Lincoln resident who sadly was taken from our town by illness far to young.
- Sawyer Orion was an amazing little boy from Lincoln who passed away from cancer.
- A dear friend's son, Sawyer Orion, passed away 2 years ago at age nine of cancer. May his memory , and name, live on.
- He was a brave little boy who deserves this.
- #sawyerwarriors
- To honor an amazing little warrior
- The inspiring life of Sawyer Orion, gone much too soon from Burkitt's Lymphoma
- Sawyer has inspired many folks to be an active advocate for childhood cancer research and leukemia/lymphoma research. Naming an elementary school in his honor would continue his legacy, inspire young folks to become active in this incredibly important cause that is terribly underfunded, and help bring awareness.
- The amazing impact this boy left on this town about how to live life to the fullest and how he united thousands of people together to make a difference.
- This would be a great way to remember a beautiful boy
  That lost his battle to childhood cancer SOE sounds perfect!
- Sawyer Hummelhart was a wonderful 9 year old boy who touched the hearts of many Lincolnites before he lost his battle with cancer.
- After a very brave boy who lost his battle to cancer

•	Sawyer was a young boy that lived in our community. At the age of 8 he was diagnosed with Burkitts Lymphoma. During his brave 9 month fight he taught us to live life to the fullest, always dance, always smile and so much more. Even during the toughest of treatment, Sawyer was always smiling. Before his diagnosis he was an outstanding student and hadn't missed one day of elementary school. He loved school and I'm sure he would have been at the top of his class during high school and beyond. Sawyer was an amazing son, brother and friend and is missed by all the lives he touched in his 9 short years. What an honor it would be to have a school named after such a young, brave soul.
Scott M. Leaman Elementary	Scott Leaman has successfully served WPUSD for 25 years in various administrative capacities, but longest as Superintendent. He is the reason why this and the new high school is being built. The district was in financial turmoil when Scott took over as Superintendent and he got it to fiscal solvency - where we can now pass and finance bonds to support the building of these schools. He has poured his heart and soul into this district and I believe this would be a great tribute to his commitment and hard work. It is an extreme pleasure to submit to the Western Placer Unified School District Board of Trustees my recommendation to name the new elementary school located in Lincoln, California. As Placer County Superintendent of Schools and a former administrator and teacher with the WPUSD, I wholeheartedly recommend naming the elementary school, SCOTT M. LEAMAN ELEMENTARY SCHOOL. I first met Scott Leaman, Superintendent of the Western Placer Unified School District, when I was hired as a new teacher at Creekside Oaks Elementary School, the other K-5 elementary school in the district. I distinctly remember his uplifting personality and his desire to provide top quality education to his students. All those years ago I remember thinking, "I wish he was my principal" because I wanted him to lead me and motivate me as a teacher. A few years later, I was hired into a district office position and Scott was the Assistant Superintendent of Curriculum and Instruction and was my supervisor. I learned so much from him that year and how he led – he led by example, he led by earning the respect of his colleagues, the respect of his staff and the respect of the teachers. For the first time, I saw how administration and employees could work together in a positive manner. After more than ten years of being Superintendent of the Western Placer Unified School District, those qualities are still at the core of his certificated and classified employees. Families find him attentive and empathetic. His leadership

	Scott doesn't turn away from a challenge. During the economic downturn, Scott allowed families who had bought in the neighborhoods next to the proposed high school a grace period to allow their student to transfer to a neighboring district if needed. Scott embarked on an aggressive refinancing plan that saved the district millions of taxpayer dollars that sought to restructure the Certificate of Participation (COPs) debt. In addition, Scott was able to get two parcel taxes approved, which in Placer County is not easy! As I write this recommendation, it is excessively clear that without Scott Leaman's leadership at Superintendent of the Western Placer Unified School District these past ten years, the elementary school planned for the Lincoln Crossing area would not be under construction. I cannot imagine a more fitting honor, which is more than deserved, to name the new elementary school the SCOTT M. LEAMAN ELEMENTARY SCHOOL.
Sorrento Crossing Elementary	A combination of the two neighborhoods
	It's a combination of Lincoln Crossing and Sorrento neighborhood that will most
	likely occupy a majority of the schools population.
South Lincoln Crossing	Since it is in south Lincoln Crossing it makes sense
Elementary	• n/a
	The name is to help to direct the difference for parents of schools.
Sunrise Elementary School	Metaphore for the beginning of a new journey (school).
Thomas Edison Elementary	Prolific inventor
School	
Tom Cosgrove Elementary	I grew up in Lincoln, and as long as I could remember, Tom was always a huge
School	presence in Lincoln and it would be a great way to pay tribute to husband
	commitment to Lincoln.
Warren Bostick High	Warren was a longtime resident of
	Lincoln who gave back to the community wherever he could. As a volunteer
	fireman and fire chief of Paige fire dept, he helped save many lives and homes. He
	also provided fire education to the community.
Wilson Elementary	In 1859 the village of Lincoln was born. It was to be the temporary terminus of
·	California's first railroad, the California Central, which had been completed to
	Folsom in 1856. The President of the railroad was Charles Lincoln Wilson, whose
	middle name became the name of the new town.
	• Our city is named for Charles Lincoln Wilson, a director of the California Central
	Railroad. That railroad put Lincoln on the map. Lincoln's origin is railroad rich and
	this would be a meaningful name, especially paired with the Locomotives mascot
	name.
Zachary Lowe High School	Breaking numerous Lincoln records in both baseball and basketball and has 2 solo
Londry Lower Hgit Octoor	dubs in Fortnite

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

MISSION STATEMENT: Empower Students with the ski	lls, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT	GLOBAL GOALS
<ul> <li>achieve their highest potential, with a special en</li> <li>2. Foster a safe, caring environment where individ</li> <li>3. Provide facilities for all district programs and fand attractiveness.</li> </ul>	ual differences are valued and respected. unctions that are suitable in terms of function, space, cleanliness rents, local government, business, service organizations, etc. as
SUBJECT:	AGENDA ITEM AREA:
Name of New High School	Discussion/Action
<b>REQUESTED BY:</b>	ENCLOSURES:
Scott Leaman, Superintendent	Yes
DEPARTMENT:	<b>FINANCIAL INPUT/SOURCE:</b>
Superintendent	N/A

**MEETING DATE:** July 3, 2018

ROLL CALL REQUIRED: No

## **BACKGROUND:**

The Western Placer Unified School District will be opening a new high school in the Twelve Bridges area of Lincoln in the Fall of 2021. Based on the input from the last Board meeting, the list of community names has been condensed and is attached.

The Board will discuss the next steps to determine the name of the school.

### **RECOMMENDATION:**

Discuss and/or act on next steps in the naming process.

## New High School at Twelve Bridges

Suggested Name	Reason or History
Awesome Unicorn High school	Because we love unicorns
Ba-mu-ma High School	Ba-mu-ma is the name of the Nisenan Village, the first known settlement in the area, that was located in Lincoln for around 5,000 years.
Bridges High School	Location
C.L. Wilson High School (or variation of)	<ul> <li>Charles Lincoln Wilson is the reason behind the name for our city. Since we already have a "Lincoln High" we could abbreviate and still keep some history involved with the name.</li> <li>In 1859 the village of Lincoln was born. It was to be the temporary terminus of California's first railroad, the California Central, which had been completed to Folsom in 1856. The president of the railroad was Charles Lincoln Wilson, whose middle name became the name of the new town. The railroad finally arrived in October of 1861. Businesses were quickly established as merchants and others moved into Lincoln from the surrounding towns and mining camps. The new town soon became the transportation and trading focus of Western Placer County.</li> </ul>
	<ul> <li>He is a railroad man and founder of this city</li> <li>Gladding was one of the driving forces for the development of the city and its economy.</li> <li>Gadding McBean is the foundation of Lincoln!</li> <li>Gladding McBean has been a part of Lincoln for over 140 years</li> <li>recognized part of Lincoln history</li> <li>There are several people who Lincoln for the Gladding McBean company.</li> <li>The GM history in Lincoln</li> </ul>
	<ul> <li>Charles Lincoln Wilson (historical person of Lincoln)</li> <li>Founder of the railroad and Lincoln was his middle name</li> <li>The name "Lincoln" was conferred in honor of Charles Lincoln Wilson, one of the organizers and directors of the California Central Railroad.</li> <li>Long time Lincoln Resident. Placer County Ag commissioner</li> <li>Lincoln was named after Charles Lincoln Wilson. There is a plaque with information about him at the Wilson Park in the Twelve Bridges neighborhood. This name would keep the connection to Lincoln so it will feel more inclusive, rather than naming after the area, which has caused division in our town.</li> <li>Charles Lincoln Wilson (historical person of Lincoln)</li> <li>Town is named after Charles Lincoln Wilson</li> </ul>
Cambria High School	It's rare and beautiful, like our town of Lincoln.
Carpenter High school	Because our last name is Carpenter
Catta Verdera High School	Nearby neighborhood
Charles Gladding High School (or variation of)	<ul> <li>Gladding, along with partners Peter McBean and George Chambers, invested \$12,000 to found Gladding, McBean &amp; Co. For more than a century, the company would serve as the cornerstone of the community's economy. Today, Lincoln is a growing community with a diversifying economy. New residents and industries are choosing Lincoln for its location, lifestyle and attitudes. The community is committed to preserving the best of Lincoln, from historic 1890s-style architecture to unparalleled community spirit. (Thanks to the City of Lincoln's History page.)</li> </ul>
	<ul> <li>Mcbean has a great history's for lincoln</li> <li>Early founders of the town of Lincoln</li> <li>because of Gladding McBean</li> </ul>
Charlotte Parkhurst High School	<ul> <li>dressed as man and worked as a farmer/stagecoach driver and rumored to be the first woman to vote in California</li> </ul>
Dolores Huerta High School Eastridge High School	<ul> <li>She contributed to the foundation of the United Farm Workers. This woman stepped up for laborers, immigrant s and women's rights. The laborers in our community have benefited from her activism to change the culture.</li> </ul>

Esperanza High	Agricultural history of area contributes to early Spanish settlers. Esperanza means hope because we have alot of hope the new high school.
Fieldbridge	Combination of the streets the school is on
George Washington High School	1st President of the U.S.
Hookset	Love to fish
Jay Berns High School	<ul> <li>Jay Berns was an iconic principal who truly cared not just about students' grades, but the students themselves.</li> <li>Berns has over the last ten years done more to improve LHS and the quality of education in our area than anyone else. He is well-known to the community and well-respected. He should be</li> </ul>
	honored by naming the new High School in his name.
Kingdom High	year Prince Harry got married
Knights of Twelve Bridges	It sounds awesome!
Lading High School	<ul> <li>Lading is a train term meaning the cargo or freight that a train is carrying and the trains that go through here are a symbol of our community and a high school carries the next generations of our community.</li> </ul>
Larry Costa High School	<ul> <li>Larry Coast was a man who served the city of Lincoln selflessly; he not only served our community as a whole, but he always made sure that the youth of our city was a priority, making sure that Lincoln continued to be a place where young people could thrive!</li> </ul>
Liberty High School	<ul> <li>Strong name for a high school and I think it would go well in our area</li> <li>To encourage high school students the liberty to pursue their own interests, happiness, vocational/higher education goals and preferences in life.</li> </ul>
Lincoln Cowboys	Ranching history in the area
Lincoln Leapords	We have the zebras with stripes, leapords with spots would be awesome
Lincoln Narwhal Highschool	Because we love Narwhals
Lincoln Potters	We are the clay city
Lincoln United High School	Because it signifies the union of these two communities
Maidu High School	Proximity to Thunder Valley (Owned by Maidu Indians)
Martin Luther king JR	Freedom fighter and human right activist
Mary Walker High	<ul> <li>It would be a wonderful thing to give a high school a name after such an amazing woman of our history. The first and only woman to receive a Medal of Honor as well as an american abolitionist, prohibitionist, prisoner of war and Civil War surgeon.</li> </ul>
Midford	It is the street that we live on. Plus Midford High sounds cool.
Mitchell Bazile High School	• He was a Lincoln High school student. Died in Atv Crash in 2014. He gave my husband a Kidney. He saved 5 lives. One being a Lincoln Resident. If it was not for him. My husband would of Died.
Nisenan High School	<ul> <li>The Nisenan Indians were the first to occupy the land from the eastern Sacramento River to the 3000 foot elevation of the Sierra Nevada Mountains, including Lincoln. Nisenan means "From among us," which is a fitting motto for the community from which the students will come. Honor the original inhabitants of this area and "from among us" we can develop future generations.</li> </ul>
Oak Hills High School	Oak Trees and Hills Everywhere!
Orchard Creek	<ul> <li>It is a geographical feature just south of the school site and a major contributor to the prime habitat for Fairy Shrimp.</li> </ul>
Parker High School?	<ul> <li>Lincoln HS has Charles Lincoln Wilson's middle name, J. Parker Whitney's middle name may work out great for the New HS?</li> </ul>
Rancho Lana Dorado	<ul> <li>Most of the land that the High School will be sitting on previously was ranching land and most of the students will from TBMS (Titans-Greek Mythology). Lana Dorado loosely refers to the golden fleece which which is what some of the Clifornia Gold Rush seekers were looking for. Seadogs refers to the band of men who sailed to Colchis with Jason in the ship Argo in search of the Golden Elecce(Greek Mythology).</li> </ul>
Ronald Reagan High	Ronald Reagan lived and loved California. He was our Govenor and our President. He deeply believed education was key to Americas success

Scott M. Leaman High School	<ul> <li>It is an extreme pleasure to submit to the Western Placer Unified School District Board of Trustees my recommendation to name the new high school located in Lincoln, California. As Placer County Superintendent of Schools and a former administrator and teacher with the WPUSD, I wholeheartedly recommend naming the high school, SCOTT M. LEAMAN HIGH SCHOOL.</li> <li>I first met Scott Leaman, Superintendent of the Western Placer Unified School District, when I was hired as a new teacher at Creekside Oaks Elementary School in Lincoln in 1995. Scott was the principal of Carlin C Coppin Elementary School, the other K-5 elementary school in the district. I distinctly remember his uplifting personality and his desire to provide top quality education to his students. All those years ago I remember thinking, 'I wish he was my principal' because I wanted him to lead me and motivate me as a teacher.</li> <li>A few years later, I was hired into a district office position and Scott was the Assistant Superintendent of Curriculum and Instruction and was my supervisor. I learned so much from him that year and how he led – he led by example, he led by earning the respect of his colleagues, the respect of his staff and the respect of the teachers. For the first time, I saw how administration and employees could work together in a positive manner. After more than ten years of being Superintendent of the Western Placer Unified School District over ten years ago, Scott inherited many challenges. It was the cusp of the recession, and the housing market began to wane with less students moving into one of the fastest growing districts in the state; WPUSD had over invested in facility construction and had amassed a sizable debt. There was public outcry over the delay of the new high school, the high amount of non-voter approved debt (\$189,000,000 at the beginning of the recession) and a general mistrust of the district. Many of his colleagues had uread Scott be point lookind for a new superintendent position since the</li></ul>
South Lincoln High School	<ul> <li>Iocation</li> <li>The location of the high school is the southern most portion of the city of Lincoln therefore South Lincoln name is more of a geographical name.</li> </ul>
Spring Valley High School (or variation of)	<ul> <li>J. Parker Whitney owned Spring Valley Ranch, where 12 Bridges is today</li> <li>The Twelve Bridges area was once the site for Spring Valley Ranch, owned by J.Parker Whitney, a famous figure in The development of the area.</li> <li>The Twelve Bridges area was once known as Spring Valley Ranch</li> <li>The area of Twelve Bridges, exactly where the school will be built was once Spring Valley Ranch</li> </ul>
	<ul> <li>where among the many animals raised were horses. Thus the Mustang nickname</li> <li>The area where Twelve Bridges is located was once known as the Spring Valley Ranch.</li> <li>Spring Valley Ranch is where Twelve Bridges master planned community was built on. The owner raised horses as well as other animals on the huge ranch.</li> </ul>
Spring Valley Ranch	<ul> <li>Original name of the land now known as twelve bridges</li> <li>When reviewing the history of Lincoln, J. Parker Whitney was the owner of Spring Valley Ranch, which is Lincoln's Twelve Bridges master planned community.</li> </ul>

Sunset High School	<ul> <li>Metaphor of the end of the students mandatory education.</li> <li>Near Sunset Blvd and Lincoln gets great sunsets from this location</li> </ul>
Terracotta High School	<ul> <li>A high school name needs to reflect the place where it is located. The City of Lincoln is here because of it's clay soil that was used to make the terracotta that helped build California.</li> </ul>
The 13th	The 13th bridge
Theodore Judah High School (or variation of)	<ul> <li>one of the founders of Lincoln</li> <li>TD Judah was a railroad and civil engineer who surveyed and laid out our city. He was a pioneer that played an integral part in our history. This would be a meaningful name, especially paired with the Pioneers mascot name. By the way, I'm aware that there's an elementary school in Folsom by the same name. I don't think that should prevent us from naming another school after Judah. Nobody will confuse our epic new high school for an elementary school in a different county.</li> </ul>
	<ul> <li>The original townsite of Lincoln was surveyed and laid out in 1859 by Theodore Judah. (Courtesy of Wikipedia)</li> </ul>
Thunder vally Raiders	Thunder valley casino donated the stadium to Lincoln high and the new gym.
Tribute High School	<ul> <li>A High School is often named for: "Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance." - The word "Tribute" gives recognition to individuals, both living and desceased, who may have been affected by school violence, their families and first responders, and those whose voices who have started a larger movement, one imbued with creating better and safer environments for learning, while continually creating dialogue for improvement and change.</li> </ul>
Twelve Bridges High School	<ul> <li>The rattle snacks all around here</li> <li>It's in Twelve Bridges and we have Twelve Bridges Middle &amp; Elementary already in place. Seems fitting to continue the name.</li> <li>The location</li> <li>Keeping with the location bronco</li> <li>It should reflect the same name of the 12 bridges area that dates back to the many stone bridges that were constructed by the early settlers in the area.</li> <li>Location</li> <li>Thinking of the natural preserve surrounding the 12 Bridges community and OLE, these creatures (falcon, coyote, rattlesnake) are very abundant in the area, and it would be neat to see nature's surroundings incorporated with the schools name.</li> <li>It's located in Twelve Bridges</li> <li>Consistent with names of the local elementary and middle schools and references historical bridges.</li> <li>None</li> <li>Self explanatory and simple</li> <li>Fits with the neighborhood and middle school</li> <li>All the other schools in this area are Twelve Bridges, TBE and TBM. I think Twelve Bridges High school completes the picture.</li> <li>Sequencing with middle and elementary schools</li> <li>It completes the series for the elementary and middle schools.</li> <li>To keep consistent with TBE and TBMS and represent the area</li> <li>The location</li> <li>This is what we've all been calling it for years!</li> <li>History of the area which includes Twelve Bridges Elementary and Twelve Bridges Middle School.</li> <li>Represents the region around the new high school</li> <li>Represents area of land and communities surrounding the new high school</li> <li>Represents area of and and communities surrounding the new high school</li> <li>It's a neighborhood that is well known and has waited for this school for years.</li> <li>Pride in our area</li> <li>Area of Lincoln. Street it's on.</li> <li>It will predominantly serve the Twelve Bridges community</li> <li>Begin with the end in mindl A trailblazer is someone who makes a new track through wild country the future is certainly that! Students from our comm</li></ul>

	<ul> <li>Location</li> <li>Average student body from twelve bridges middle</li> <li>Twelve Bridges</li> <li>Area name</li> <li>It is just a continuation of the elementary and middle schools being of the same name. It is the logical choice as that is the neighborhood it will be in and what people are already calling it.</li> <li>It just fits together with Twelve Bridges Middle School. I always assumed that was going to be the name.</li> <li>Twelve Bridges Area</li> </ul>
•	<ul> <li>It is in the twelve bridges neighborhood</li> <li>This name is already in common use and keeps with the progression of the elementary and middle school being named likewise.</li> <li>This name is already in common use and keeps with the progression of the elementary and middle school being named likewise.</li> <li>Its a fairly new area and it is consistent with the elementary and Middle School names</li> </ul>
	<ul> <li>Identifies with the community it's in.</li> <li>Because it is located in Twelve Bridges</li> <li>There is TBES &amp; TBMS and the next would be TBHS</li> <li>It just seems the most logical since you already have Twelve Bridges Elem and Middle schools.</li> </ul>
	<ul> <li>All the other middle and elementary schools in twelve bridges are named Twelve bridges</li> <li>Its represents the geographic area.</li> <li>Because it's 12 Bridges area. The location is known as that.</li> <li>To match the elementary and middle school</li> <li>Keeps consistent with the elementary and middle school in the area</li> <li>Logical name due to location and it is in common usage already.</li> <li>Location</li> <li>Location</li> <li>Location</li> </ul>
	<ul> <li>Naming schools after people can be polarizing. Lincoln HS is a pretty basic name. Let's keep it basic so it matches our community.</li> <li>The location of the school</li> <li>You have Twelve Bridges Middle School</li> <li>Makes sense, elementary school, middle school, hs all Twelve Bridges</li> <li>The elementary and middle schools are both named twelve bridges.</li> <li>Simple and self explanatory</li> </ul>
	<ul> <li>Keeping it simple.</li> <li>Region</li> <li>Since there's a Twelve Bridges Elementary and a Twelve Bridges Middle, why not continue that with a Twelve Bridges High?</li> <li>it makes sense to call it Twelve Bridges High since the elementary and middle schools in the area use the name.</li> <li>It's practical.</li> </ul>
	<ul> <li>It is simple &amp; to the point. There's no other high school in placer county with that name.</li> <li>Stay the same with the elementary and middle school.</li> <li>Continuing naming tradition, community recognitio, historical significance of 12 Bridges</li> <li>It is in Twelve Bridges and it is a high school</li> <li>Twelve Bridges clearly identifies the community our school is located, and it is well known to the local population and Greater Sacramento Area. Our neighborhood children attend Twelve Bridges Elementary School and then Twelve Bridges Middle School. Twelve Bridges High School</li> </ul>
	<ul> <li>describes the next step in our family of schools.</li> <li>It follows suit with the elementary and middle school.</li> <li>Rattle Snakes are native to the area, hence the, "rattlers".  <ul> <li>We have Twelve Bridges Elementary School Tigers and Twelve Bridges Middle School Titans, so we think the high school should start with a T as well.</li> <li>We need a strong name and something which represent the pride we take in both academics and athletics!</li> </ul> </li> </ul>
Verdera High School	Inspired by the nearby Catta Verdera development and local coyotes that roam the fields

	<ul> <li>Due to the many Vernal Pools in the surrounding area and their brine (fairy) shrimp</li> <li>The high school will be surrounded by vernal pools</li> </ul>
Vista Sierra	Means Sierra view, because on a clear day you can see the Sierra from Lincoln
Western High School	Western Placer Unified School District     School District
Western Placer High School	<ul> <li>LHS has been named after the City and the 2nd HS should be named after the District</li> <li>Named for our district</li> <li>Represents the District and geography</li> <li>People know where Lincoln is, but when you say you work for Western Placer School District, people ask, "Where is that?". We need to put Western Placer on the Map and what better way then to name one of our high schools that. Most districts have a high school named the same as the district (i.e., Rocklin High, Roseville High, Natomas High, Placer High, etc.).</li> </ul>
Westview High School	Western Placer USD, view of the West and maybe coastal range