

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

School	<u>STUDENT ENROLLMENT</u>		
	2015-16 CALPADS	3/1/2017	4/6/2017
Sheridan Elementary (K-5)	66	67	70
First Street Elementary (K-5)	465	419	418
Carlin C. Coppin Elementary (K-5)	394	443	443
Creekside Oaks Elementary (K-5)	607	632	633
Twelve Bridges Elementary (K-5)	632	621	615
Foskett Ranch Elementary (K-5)	471	462	464
Lincoln Crossing Elementary (K-5)	645	648	652
Glen Edwards Middle School (6-8)	866	884	888
Twelve Bridges Middle School (6-8)	773	766	759
Lincoln High School (9-12)	1,735	1,815	1,790
Phoenix High School (10-12)	77	75	84
TOTAL	6731	6,832	6,816

SDC Pre-School

Foskett Ranch 23
 First Street/LIP 80
 Carlin C. Coppin 0

Parent Education

Continuing Educ. Classes

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

May 2, 2017, 7:00 P.M.

WPUSD District Office/City Hall Building-3rd Floor Conference Room

600 Sixth Street, Lincoln, CA 95648

AGENDA

2016-2017 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

6:25 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. - 3rd Floor Conference Room

2. **COMMUNICATION FROM THE PUBLIC**

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

6:30 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services
 - 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477
 - 3.3 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
Roll call vote:
 - 3.4 **STUDENTS**
Student Private Placement – Case No. 2017020805 & 2017010345

Regular Meeting of the Board of Trustees

May 2, 2017

Agenda

7:00 P.M.

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

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

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

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

4.2 **Page 10 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

4.3 **Page 11 - PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

4.4 **Page 12 - STUDENTS**

Student Private Placement – Case No. 2017020805 & 2017010345

5. **Page 14 - 96 - CONSENT AGENDA**

NOTICE TO THE PUBLIC

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

5.1 Certificated Personnel Report

5.2 Classified Personnel Report

5.3 Approval of Minutes for: April 4th & 18th, 2017

5.4 Approval of Warrants

5.5 Williams Uniform Quarterly Complaint Report

5.6 Ratification of Affiliation Agreement with Diablo Valley College

5.7 Ratification of Contract with Project GLAD for professional development in 2017-2018

5.8 Ratify Contract – Diverse Network Associates, Inc. and Western Placer U.S.D.

5.9 Approval of Change Order #4 for the Lincoln High School Addition and Modernization Project

5.10 Ratification of Memorandum of Understanding between California School Employees Association Chapter #741 and the Western Placer Unified School District.

Roll call vote:

6. **COMMUNICATION FROM THE PUBLIC**

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7. **REPORTS & COMMUNICATION**

- Lincoln High School Student Advisory – Janna McCoy
- Western Placer Teacher's Association – Tara McCroskey
- Western Placer Classified Employee Association – Mike Kimbrough
- Superintendent - Scott Leaman

8. **◆ACTION ◆DISCUSSION ◆INFORMATION**

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

8.1 Action **Page 98 – APPROVE RESOLUTION NO. 16/17.29, AUTHORIZING THE ISSUANCE OF 2017 TAX AND REVENUE ANTICIPATION NOTES AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES** – Kilpatrick (16-17 G & O Component I, II, III, IV, V)

•TAX Revenue Anticipation Notes (TRANS) are used as a financing tool to mitigate cash flow deficits. The notes are issued at a tax-exempt interest rate, which is substantially lower than normal bank loans.

Roll call vote:

8.2 Discussion/ Action **Page 115 – AMENDMENT TO JOHN ADAMS CHARTER** – Leaman (16-17 G & O Component I, II, III, IV, V)

•John Adams Lincoln has requested amendments to their approved charter with the district. The attached amendments include changing the admission criteria and making instructional minutes equal or greater than State law.

8.3 Discussion **Page 123 – NAMING OF FACILITY (BP 7310)** – Leaman (16-17 G & O Component I, II, III, IV, V)

•The Farm Foundation has requested the new welding building at the Lincoln High School Farm be named the "Pat McCartney Welding Building." The process of naming a building based on Board Policy 7310 (attached) includes the establishment of a committee, a public hearing, and action by the Board.

8.4 Discussion/ Action **Page 126 – CONSIDER APPROVING REVISED JOB DESCRIPTION FOR SPECIAL EDUCATION CLERK** – Simon (16-17 G & O Component I, II, III, IV, V)

•As a part of the ongoing review of District needs, programs, and staffing by the District there exists a need to approve a revised job description for a classified Special Education Clerk in order to establish the revised job requirements.

Regular Meeting of the Board of Trustees

May 2, 2017

Agenda

8.5 Action

Page 129 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/REGULATIONS – Leaman (16-17 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 0460 Local Control and Accountability Plan
- BP/AR 3260 Fees and Charges
- Exhibit 4112.9 Employee Notifications
- AR 4161.1/4361.1 Personal Illness/Injury Leave
- AR 4261.1 Personal Illness/Injury Leave
- BP 5111 Admission
- BP 5111.1 District Residency
- BP 6111 School Calendar
- BP 6117 Year-Round Schedules
- BP 6144 Controversial Issues

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤May 16, 2017 7:00 P.M., Regular Meeting of the Board of Trustees -- First Street Elementary School, 1400 First Street, Lincoln

11. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

Posted: 032717

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

Western Placer Unified School District

CLOSED SESSION AGENDA

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

Date: Tuesday, May 2, 2017

Time: 6:30 P.M.

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

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Gabe Simon, Assistant Superintendent
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent
Business and Operations

Kerry Callahan, Assistant Superintendent of
Educational Services

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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SUBJECT:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

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

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

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SUBJECT:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/
DISMISSAL/RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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SUBJECT:

Student Settlement Agreement
Case No. 2017020805 & 2017010345

AGENDA ITEM AREA

Closed Session

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

N/A

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Special Education

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in regards to Student Settlement Agreement Case No. 2017020805 & 2017010345.

RECOMMENDATION:

Administration recommends Board of Trustees disclose any action taken in regards to Student Settlement Agreement Case No. 2017020805 & 2017010345.

CONSENT AGENDA ITEMS

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

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

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SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

May 2, 2017

CERTIFICATED/MANAGEMENT

RETIREMENTS:

1.	Name:	Sandi Miller
	Position:	School Psychologist
	FTE:	0.6
	Effective Date:	June 3, 2017
	Site:	District Office

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

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

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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon

Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

May 2, 2017

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name:	Mayra Martinez	Effective:	4/25/17
Position:	Grant Funded Inst. Aide	Site:	Creekside Oaks Elementary
Salary:	Range 1, Step A	Replacement	
Hours:	3.75 Hours/5 Days a week		
Days:	10 Months/Year		

TRANSFER/PROMOTION:

1. Name:	Olga Alfaro Alfaro	Effective:	4/24/17
Position:	Food Service Assistant	Site:	Creekside Oaks Elementary
Hours:	3.5 Hours/5 Days a week	Replacement	
Days:	10 Months/Year		

RESIGNATIONS:

1. Name:	Olga Alfaro Alfaro	Effective:	4/23/17
Position:	Food Service Assistant	Site:	Twelve Bridges Middle
Hours:	2 Hours/5 Days a week		
Days:	10 Months/Year		
2. Name:	Giselle Alvarez	Effective:	4/21/17
Position:	Program Facilitator	Site:	Creekside Oaks Elementary
Hours:	4 Hours/5 Days a week		
Days:	10 Months/Year		

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

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

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

SUBJECT:

Approval of Minutes:

- April 4, & 18, 2017 Regular Board of Trustee Meetings

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- April 4, & 18, 2017 Regular Board of Trustee Meetings

RECOMMENDATION:

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
April 4, 2017, 7:00 P.M.

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

MINUTES

2016-2017 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Board Members Present:

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

Board Members Absent:

Kris Wyatt, Member

Others Present:

Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business Services
Kerry Callahan, Assistant Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Janna McCoy, LHS Student Advisory
Mackenzie Myers, Lincoln News Messenger

6:25 P.M. START

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

6:30 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
 - ~Scott Leaman, Superintendent
 - ~Gabe Simon, Assistant Superintendent of Personnel Services
 - ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

April 4, 2017

Minutes

~Kerry Callahan, Assistant Superintendent of Educational Services

- 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477
- 3.3 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
Employee # CL 16/17.6 Discipline/Dismissal/Release
Roll call vote:
- 3.4 **STUDENTS**
Student Private Placement – Case No. 2016070675

7:00 P.M.

- 4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 3rd Floor Conference Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

- 4.1 **Page 9 - CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

No action was taken

- 4.2 **Page 10 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

No action was taken

- 4.3 **Page 11 - PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
Employee # CL 16/17.6 Discipline/Dismissal/Release

Mr. Haley reported in closed session the board unanimously approved and ratified resignation agreement between and Employee CL #16/17.6 and WPUSD, the Board of Trustees has accepted the employees' resignation.

- 4.4 **Page 12 - STUDENTS**
Student Private Placement – Case No. 2016070675

Mr. Haley reported in closed session the board voted unanimously to approve the settlement agreement for Case #2016070675.

April 4, 2017

Minutes**5. Page 15 - 89 - CONSENT AGENDA**

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Minutes for: March 7th & 21st, 2017
- 5.4 Approval of Warrants
- 5.5 Ratify Contract with Capitol Advisors Group, LLC and Western Placer U.S.D.
- 5.6 Approve Donation to Sheridan Elementary School
- 5.7 Approve Overnight Field Trip/Out of State Travel
- 5.8 Ratification of Contract with Learning Solutions
- 5.9 Ratification of Agreement between the Western Placer Teachers Association and the Western Placer U.S.D.
- 5.10 Ratification of Agreement between the Emics Inc. and the Western Placer U.S.D.

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

6. COMMUNICATION FROM THE PUBLIC

No communication from the public

7. REPORTS & COMMUNICATION

➤Lincoln High School Student Advisory, Janna McCoy reported the following:

- FFA department put flyers on students vehicles
- Farm Open House, on April 19th from 5-7:30, BBQ
- FFA is having an OLE (Outdoor Learning Education) today at the farm
- Senior class did a duct tape project in English Classes, it was fun
- Prom was this past Saturday, it was fun

➤Western Placer Teacher's Association, Tara McCroskey had no report

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

➤Superintendent, Scott Leaman reported the following:

- Spring Break is next week, office hours are 10-2:00
- Attending planning commission tomorrow night, in support of purchasing properties
- GEMS invited board members at OLE property and the Farm this Thursday and Friday
- Facilities is currently working on four major projects
- Attended the LHS Prom, everyone had fun, there were 600-700 students who attended

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Information Page 67 – CALIFORNIA SCHOOL DASHBOARD – Leehane (16-17 G & O Component I, II, III, IV, V)

- California has released district/school accountability data through the new California School Dashboard. A presentation explaining Western Placer's accountability data will be shared during the board meeting.

Kathleen Leehane presented the California School Dashboard and explained the accountability data process. She reviewed the following:

- Areas of Evaluation for Schools

April 4, 2017

Minutes

- For this year
- In the future
- Areas Suspension Rate
- English earners Data
 - Annual CELDT test takers who increase at least one CELDT
- Graduation Rate
- Distance from Level 3
- English Language Arts & Math
- How Results are Determined – Color Chart

This was information only, no action was taken.

8.2 Action

Page 68 – APPROVE BOARD POLICY BP 3470 DEBT ISSUANCE AND MANAGEMENT POLICY – Kilpatrick (16-17 G & O Component I, II, III, IV, V)

• Voters within the District authorized two general obligation bond measures. On November 4, 2014, voters approved Measure A in the amount of \$60,000,000. Measure A authorizes the District to issue bonds for construction of a new high school and modernization upgrades and construction upgrades at Lincoln High School.

Audrey Kilpatrick presented policy for approval. Due to some revisions made based on the general obligation bond, there have been revisions. Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 4-0 (*Ayes: Armitage, Carras, Haley, Long No: None*) vote to approve the revised Policy BP3470 Debt Issuance and Management Policy.

8.3 Action

Page 79 – APPROVE RESOLUTION NO. 16/17.26, AUTHORIZING THE PURCHASE AND INSTALLATION OF SYNTHETIC TURF FIELD FROM VALLEY PRECISION GRADING, INC./ASTRO TURF UNDER A PIGGYBACK CONTRACT PURSUANT TO PUBLIC CONTRACTS CODE SECTION 20118 – Adell (16-17 G & O Component I, II, III, IV, V)

• The existing synthetic turf field at Lincoln High School Stadium has extended beyond its useful life and warranty period and the existing aggregate base subsurface has lost its planarity in various locations. It is in the best interest of the District for health and safety reason to replace the outdated turf with a new synthetic turf application and turf preparation including re-grading of existing aggregate base as part of the campus addition and modernization scope of work.

Mike Adell presented Resolution for approval. The plan is to purchase and install the turf, the money will come from Measure A dollars. Motion by Mr. Long, seconded by Mr. Haley, and passed by a 4-0 (*Ayes: Haley, Armitage, Long, Carras No: None*) roll call vote to approve Resolution No. 16/17.26 Authorizing the Purchase and Installation of Synthetic Turf Field from Valley Precision Grading, Inc./Astro Turf under a Piggyback Contract Pursuant to Public Contracts Code Section 20118.

8.4 Information Page 87 – UPDATE OF REPORT REVIEW – HORIZON CHARTER SCHOOL & PARTNERSHIP FOR STUDENT-CENTERED

April 4, 2017

Minutes**LEARNING CHARTER SCHOOL – TERI RYLAND, RYLAND
SCHOOL BUSINESS CONSULTING – Kilpatrick (16-17 G & O***Component I, II, III, IV, V)*

• In April 2013 Ryland School Business Consulting was contracted by Horizon Charter Schools to provide an in-depth review of the lease and facilities agreements, the financial status of the charter schools, internal controls, processes and procedures and the overall fiscal health of the operations. Terri Ryland presented the result and recommendations to both boards as a result of the review.

Teri Ryland reviewed the Executive Summary Report from the 2016 Update Horizon Charter Schools Response. After the review, she shared the Audited financial statements can still use some improvements, as well as Horizon's financial condition can also use some improvements. Since the 2016 Update there have been many positive changes, and they continue to improve in some areas. It is important that both charters are looked at separately. Mr. Carras complemented Superintendent/CBO of Horizon Charter Cynthia Wood for their work.

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

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

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

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long had no report

Mr. Haley had no report

Mr. Armitage had no report

Mr. Carras looking forward to the Farm's Open House

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ April 18, 2017 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

11. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:08 p.m.

Paul Carras, President

April 4, 2017

Minutes

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
Regular Meeting of the Board of Trustees
April 18, 2017, 7:00 P.M.
WPUSD District Office/City Hall Building-3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

2016-2017 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Board Members Present:

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

Others Present:

Audrey Kilpatrick, Assistant Superintendent of Business Services
Kerry Callahan, Assistant Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Janna McCoy, LHS Student Advisory
Mackenzie Myers, Lincoln News Messenger

6:15 P.M. START

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

6:20 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
 - ~Scott Leaman, Superintendent
 - ~Gabe Simon, Assistant Superintendent of Personnel Services
 - ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
 - ~Kerry Callahan, Assistant Superintendent of Educational Services

Minutes

- 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477
- 3.3 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
Employee # CL 16/17.6 Discipline/Dismissal/Release
Roll call vote:
- 3.4 **STUDENTS**
Student Discipline/Expulsion Pursuant to E.C. 48918
a. Student Expulsion #16-17-L
b. Student Expulsion #16-17-M
c. Student Expulsion #16-17-N

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 3rd Floor Conference Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:
- 4.1 **Page 9 - CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

No action was taken
- 4.2 **Page 10 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

No action was taken
- 4.3 **Page 11 - PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

No action was taken
- 4.4 **Page 12 - 14 - STUDENTS**
Student Discipline/Expulsion Pursuant to E.C. 48918
a. Student Expulsion #16-17-L

Motion by Mr. Haley, seconded by Mr. Armitage, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Haley, Wyatt No: None*) vote to approve the hearing panel's recommendation for student #16-17-L

b. Student Expulsion #16-17-M

Motion by Mr. Long, seconded by Mrs. Wyatt, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Haley, Wyatt No: None*) vote to approve the hearing panel's recommendation for student #16-17-M

c. Student Expulsion #16-17-N

Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Haley, Wyatt No: None*) vote to approve the hearing panel's recommendation for student #16-17-N

5. **Page 16 - 68 - CONSENT AGENDA**

- 5.1 Certificated Personnel Report
- 5.2 Agreement for Consulting Service between Total Compensation Systems, Inc., and WPUUSD
- 5.3 Out of State Travel for Professional Development – National Career Pathways Network (NCPN) Annual Conference in St. Louis, MO
- 5.4 Out of State Travel for Professional Development – Naviance Summer Institute in Orlando, FL
- 5.5 School-Sponsored Trips Involving Out-of-State, Out-of-Country, and or Overnight Travel
- 5.6 Report of Disclosure Requirements for Quarterly Reports of Investments

Motion by Mrs. Wyatt, seconded 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, Janna McCoy reported the following:

- Tomorrow is the Farm Open House, two sets of calf twins were born today
- Seniors are starting the 1984, along with big brother program
- HOSA (Health Occupation Service Association) is putting on a CPR class this Saturday by HOSA Money raised goes to certification and the bio-med classes
- AP test starting in May
- Some students are sad because some of the Trees at LHS are getting cut down, they are getting cut down because of the construction being done on the site.

➤Western Placer Teacher's Association, Tara McCroskey, not present

➤Western Placer Classified Employee Association, Mike Kimbrough, Gus Nevarez was present for CSEA, and had no comment

➤Superintendent, Scott Leaman, Kerry Callahan reported the following in place of Scott Leaman:

- Spring Break was last week,

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- Farm Ribbon cutting tomorrow, look forward to it
- Attended the PCOE for Interdistrict County Appeals
- Holding a second Stake Holders meeting for staff on the new high school next week
- Notified by CDE, we will be receiving Round two Incentive grant monies, which will be about \$500,000
- We have six cases of whooping cough at LHS
- Seniors will be visiting elementary schools again year during May 15-19th

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Information/ Page 70 – WESTERN PLACER UNIFIED SCHOOL DISTRICT –

Discussion ELECTION ANALYSIS OF MEASURE N - \$60M (11/06/16), MEASURE A - \$60M (11/04/14) AND MEASURE J - \$163M – (11/02/10) – Kilpatrick (16-17 G & O Component I, II, III, IV, V)

• With the success and passage of Measure N in November 2016, administration requested an election comparison analysis of Measure N, a \$60 M school bond on the November 8, 2016 ballot, Measure A, November 2, 2010 ballot.

Audrey Kilpatrick introduced Amanda Clifford. She reviewed election analysis, she reviewed the following:

- Measure N results – Election Day: Nov. 8, 2016
- Measure N organics – Within the 88-Day Campaign Window
- Crowded Ballot - Nov. 8, 2016 was the longest in recent history
- Election Comparison Results
- Election Results
- Measure J, Measure N, Measure
- Turnout – Who showed up – Bulk voted by mail
- Turnout – Who showed up -Polling Place Voters
- Key Demographics – High republican turnout
- Results – who voted
- Compared to other Measure on the same ballot
- Election Results

This was information only.

8.2 Action

Page 102 – APPROVE RESOLUTION 16/17.27 AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES B (2017), PRELIMINARY OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT – Kilpatrick (16-17 G & O Component I, II, III, IV, V)

• In 2014, the voters passed Measure A, a Proposition 39 election authorization to issue \$60 million of general obligation bonds.

Audrey Kilpatrick presented Resolution for approval, she introduced Cathy Dominico of Capitol Finance to review the purpose of the Resolution needed. She shared the process of Issuance the second series of Measures A bonds, to begin the construction of the new high school. 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 16/17.27 Authorizing the issuance and sale of General Obligation Bonds, Election of 214, Series B (2017), Preliminary Official Statement and Bond Purchase Agreement.

8.3 Action

Page 172 – APPROVE RESOLUTION 16/17.28 AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES A (2017), PRELIMINARY OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT

– Kilpatrick (16-17 G & O Component I, II, III, IV, V)

•In 2016, the voters passed Measure N, a Proposition 39 election authorization to issue \$60 million of general obligation bonds.

Audrey Kilpatrick presented Resolution for approval, she introduced Cathy Dominico of Capitol Finance to review the purpose of the Resolution needed. She shared the process of Issuance the first series of Measure N bonds, to beginning of construction of the new elementary school and the beginning of Glen Edwards Middle School modernization. Motion by Mr. Armitage, seconded by Mr. Haley and passed by a 5-0 (*Ayes: Wyatt, Armitage, Long, Haley, Carras No: None*) roll call vote to approve Resolution 16/17.28 Authorizing the issuance and sale of General Obligation Bonds, Election of 2016, Series A (2017), Preliminary Official Statement and Bond Purchase Agreement.

8.4 Information/ Page 242 – 2017-2020 LCAP UPDATE #2 – Callahan (16-17 G & O Component I, II, III, IV, V)

•Education Services will provide another brief update to the board regarding progress to-date in this year's LCAP process.

Kerry Callahan presented an update on the LCAP, she reviewed Goals #1 through Goal #2 indicating a summary list of 2016 actions that support each goal, and a list of changes to expected outcomes. This was an information only.

8.5 Action

Page 243 – ACCEPTANCE OF RFQ AND APPROVE AWARDED THE SERVICE AGREEMENT CONTRACT TO SMARTWATT ENERGY INC. FOR PROPOSITION 39 ENERGY SERVICES –

Kilpatrick (16-17 G & O Component I, II, III, IV, V)

•Proposition 39, a voter approved initiative at the November 2012 statewide general election, provides for annual transfers from the State General Fund to the Clean Energy Job Creation Fund for the period of five years, 2013-14 through 2017-2018.

Audrey Kilpatrick presented RFQ for approval. Motion by Mr. Haley, seconded by Mrs. Wyatt, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve the acceptance of RFQ and approve awarding the service agreement contract to SmartWatt Energy Inc. for Proposition 39 Energy Services.

April 18, 2017

Minutes

8.6 Action

Page 334 – MASTER ARCHITECT AGREEMENT FOR ARCHITECTURAL SERVICES AND AMENDMENT NO. 1 TO MASTER AGREEMENT FOR ARCHITECTURAL SERVICES FOR GLEN EDWARDS MIDDLE SCHOOL ADDITIONS AND MODERNIZATION WITH RAINFORTH GRAU ARCHITECTS –

Adell (16-17 G & O Component I, II, III, IV, V)

• In 2010, Rainforth Grau Architects led the District through a Campus Master Plan for the modernization of Glen Edwards Middle School including a new gymnasium, library, and classroom buildings, and modernization of existing buildings and infrastructure throughout campus.

Mike Adell presented the Master Architect agreement 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 Master Architect Agreement for Architectural services and amendment No. 1 to Master Agreement for Architectural services for Glen Edwards Middle School additions and Modernization with Rainforth Grau Architects.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- ~~High School in the Twelve Bridges Area - Remove~~
- ~~Lincoln Crossing Elementary South/Facilities Update - Remove~~

It was the consensus of the board to remove both future agenda items, since they are currently in process.

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long went out to eight stations at the OLE property, it was fascinating. Education Foundation is currently looking at "No Trespassing" signs for the OLE property

Mr. Haley remembered a lot of artifacts were dug up on the OLE property, and put into a museum. It's nice to see the money being spent on district needs.

Mrs. Wyatt no report

Mr. Armitage no report

Mr. Carras it's interesting that more people are voting by mail. Looking forward to the farm open house tomorrow.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

► **May 2, 2017 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

► **May 16, 2017 7:00 P.M.**, Regular Meeting of the Board of Trustees – First Street Elementary School, 1400 First Street, Lincoln

April 18, 2017

Minutes

11. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:15 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.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Warrants

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

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

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the April 4, 2017 board meeting.

RECOMMENDATION:

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

Checks Dated 04/21/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85551384	04/21/2017	Lori J. Fury	01-5200		17.33
85551385	04/21/2017	Wendy S. Hamasaki	01-5200		50.00
85551386	04/21/2017	Jennifer T. Sperber	01-5200		59.94
85551387	04/21/2017	ADVANCED INTEGRATED PEST	01-5800		1,218.00
85551388	04/21/2017	AIRGAS	01-4300		24.79
85551389	04/21/2017	C & S TELECOMMUNICATIONS INC	01-4300	268.13	
			01-5600	220.00	488.13
85551390	04/21/2017	CAPITAL LIVE SCAN	01-5800		75.00
85551391	04/21/2017	CAPITOL PUBLIC FINANCE GROUP	21-5800	1,072.50	
			25-5800	877.50	1,950.00
85551392	04/21/2017	CDW GOVERNMENT INC	01-4300	1,603.39	
			01-4400	659.66-	943.73
85551393	04/21/2017	CITRUS HEIGHTS SAW & MOWER	01-4365		9.85
85551394	04/21/2017	DECKER EQUIPMENT	01-4300	419.23	
			Unpaid Tax	24.24-	394.99
85551395	04/21/2017	FLINT BUILDERS, INC.	21-6270		558,808.00
85551396	04/21/2017	FLINT BUILDERS, INC.	21-6270		29,411.00
85551397	04/21/2017	GCR TIRES & SERVICE	01-4360		530.46
85551398	04/21/2017	GEARY PACIFIC SUPPLY	01-4400		4,188.44
85551399	04/21/2017	GRAINGER .	01-4300		83.04
85551400	04/21/2017	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		38.59
85551401	04/21/2017	HORIZON	01-4300		20.26
85551402	04/21/2017	JIVE COMMUNICATIONS, INC.	01-5560		566.45
85551403	04/21/2017	LANDMARK CONSTRUCTION	01-6200	260,044.78	
			25-6200	28,893.87	288,938.65
85551404	04/21/2017	LOWE'S	01-4300		2,478.80
85551405	04/21/2017	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		346.50
85551406	04/21/2017	PACIFIC GAS & ELECTRIC CO	01-5510		990.16
85551407	04/21/2017	RAY MORGAN CO. / CHICO	01-5600		34.88
85551408	04/21/2017	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85551409	04/21/2017	RIEBES AUTO PARTS	01-4300	18.92	
			01-4365	2,467.44	2,486.36
85551410	04/21/2017	ROBERT SMITH / BIDWELL H2O DBA - BIDWELL WATER	01-4300		85.00
85551411	04/21/2017	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300	238.09	
			01-5600	108.85	346.94
85551412	04/21/2017	RYLAND SCHOOL BUSINESS CONSULTING	01-5800		870.00
85551413	04/21/2017	SIGLER, INC.	01-4300	32.63	
			01-4400	553.15	585.78
85551414	04/21/2017	UNIFIRST CORPORATION	01-5800		1,019.18
85551415	04/21/2017	WAVE BUSINESS WAVE BROADBAND-ROCKLIN	01-5560		13,000.00
85551416	04/21/2017	WESTERN BLUE AN NWN COMPANY	01-5800		5,052.25

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 4

Checks Dated 04/21/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85551417	04/21/2017	WESTERN PLACER WASTE	01-5540		41.97
85551418	04/21/2017	WILCO SUPPLY	01-4300		76.89
85551419	04/21/2017	Ernan Torres	01-9550		74.34
85551420	04/21/2017	BANK OF AMERICA #4333	01-4300	373.80	
			01-5200	200.00	
			01-5800	691.25	1,265.05
85551421	04/21/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-5800		3,270.50
85551422	04/21/2017	LD PRODUCTS	01-4300		98.63
85551423	04/21/2017	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		199.50
85551424	04/21/2017	MEDICAB OF SACRAMENTO/SIERRA	01-5800		3,524.00
85551425	04/21/2017	MEDICAL BILLING TECHNOLOGIES	01-5800		83.10
85551426	04/21/2017	PCOE - PLACER CO OFFICE OF ED	01-5200		50.00
85551427	04/21/2017	PLACER COUNTY SELPA	01-5200		1,080.00
85551428	04/21/2017	PROJECT LEAD THE WAY INC	01-4300	6,485.35	
			01-4400	1,927.72	8,413.07
85551429	04/21/2017	THE FRUITGUYS	01-4300		45.00
85551430	04/21/2017	US BANK BUSINESS EQUIPMENT	01-5600		1,152.12
85551431	04/21/2017	CROWN DISTRIBUTING INC.	13-4380		3,184.54
85551432	04/21/2017	DANIELSEN COMPANY	13-4380	242.34	
			13-4710	5,782.13	
			Unpaid Tax	1.93-	6,022.54
85551433	04/21/2017	GOLD STAR FOODS, INC	13-4710		16,928.15
85551434	04/21/2017	PROPACIFIC FRESH	13-4380	49.96	
			13-4710	4,027.12	4,077.08
85551435	04/21/2017	STATE BOARD OF EQUALIZATION	01-4300		90.25
85551436	04/21/2017	SYSCO SACRAMENTO	13-4710		5,963.90
85551437	04/21/2017	UNIFIRST CORPORATION	13-5800		303.44
85551438	04/21/2017	Michael C. Arbaugh	01-5200		54.57
85551439	04/21/2017	Annie Z. Brothers	01-4300		19.82
85551440	04/21/2017	Reynaldo A. Cubias	01-5600		32.12
85551441	04/21/2017	Marilou B. Edwards	01-4300		699.50
85551442	04/21/2017	Jason R. Noonan	01-4300		294.07
85551443	04/21/2017	Karen A. Roberts	01-4300		13.60
85551444	04/21/2017	Sheri S. Stone	01-4300		48.05
85551445	04/21/2017	ACSA - PLACER CO. CHAPTER ATTN: PETER TOWNE	01-4300	530.53	
			01-5200	692.63	
			01-5800	176.84	1,400.00
85551446	04/21/2017	ADD SOME CLASS	01-4400		1,412.01
85551447	04/21/2017	ALAN S BROOKS	21-6290	11,100.00	
			25-6290	675.00	11,775.00
85551448	04/21/2017	ATHLETICS UNLIMITED	01-4300		824.41
85551449	04/21/2017	BALFOUR	01-4300		1,546.88
85551450	04/21/2017	BARNES & NOBLE BOOKSTORES	01-4200		173.40
85551451	04/21/2017	BURKETT'S OFFICE	01-4300		10,004.42

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Checks Dated 04/21/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85551452	04/21/2017	CDW GOVERNMENT INC	01-4400		641.00
85551453	04/21/2017	CITY OF LINCOLN/NON UTILITY	01-5800		78.00
85551454	04/21/2017	CITY OF LINCOLN/NON UTILITY	01-5800		81.00
85551455	04/21/2017	CITY OF LINCOLN/NON UTILITY	01-5800		87.00
85551456	04/21/2017	CITY OF LINCOLN/NON UTILITY	01-5800		45.00
85551457	04/21/2017	CLASSROOM DIRECT.COM	01-4300		210.30
85551458	04/21/2017	DICK BLICK COMPANY	01-4300		218.30
85551459	04/21/2017	DISCOUNT SCHOOL SUPPLY	01-4300		64.31
85551460	04/21/2017	EMPIRE MINE STATE HISTORIC PK	01-5800		381.50
85551461	04/21/2017	ENTERPRISE RENT A CAR	01-5800		273.85
85551462	04/21/2017	FLORA FRESH, INC.	01-4300		473.24
85551463	04/21/2017	FLORAL RESOURCES SACRAMENTO	01-4300		509.97
85551464	04/21/2017	FOLLETT LIBRARY RESOURCES	01-4200		7,344.73
85551465	04/21/2017	IMAX THEATER	01-4300		191.50
85551466	04/21/2017	INSIGHT SYSTEMS EXCHANGE	01-4300		21.08
85551467	04/21/2017	ISOKINETICS, INC.COM	01-4300	144.24	
			Unpaid Tax	7.54-	136.70
85551468	04/21/2017	JAY C. SHEETS - DBA HAWK TALK	01-5800		1,500.00
85551469	04/21/2017	JR'S PORTABLE SANITATION	01-5600		1,160.50
85551470	04/21/2017	LAKESHORE LEARNING MATERIALS	01-4300		372.40
85551471	04/21/2017	LITTLE CAESARS PIZZA	01-4300		37.54
85551472	04/21/2017	MACGILL & COMPANY	01-4300		6.96
85551473	04/21/2017	MARK J FOWLER	01-5800		1,000.00
85551474	04/21/2017	MARY JEAN QUIRK DBA:NORCAL BATS	01-5800		1,500.00
85551475	04/21/2017	MASE CENTER	01-4300		100.00
85551476	04/21/2017	MJB WELDING SUPPLY, INC.	01-4300		57.00
85551477	04/21/2017	OUTDOOR CREATIONS, INC.	01-4400		5,308.88
85551478	04/21/2017	PARADISE PARTY RENTALS	01-5600		2,780.80
85551479	04/21/2017	PLACER COUNTY MUSEUMS DIVISION	01-5800		760.00
85551480	04/21/2017	POSTMASTER / FRE	01-4300		196.00
85551481	04/21/2017	PRO-ED	01-4300	103.07	
			Unpaid Tax	6.38-	96.69
85551482	04/21/2017	SAFEWAY INC	01-4300		87.35
85551483	04/21/2017	SCHOLASTIC BOOK FAIRS - 12	01-4300		5,125.79
85551484	04/21/2017	SCHOLASTIC BOOKS	01-4300		80.00
85551485	04/21/2017	SCHOOL SPECIALTY INC	01-4300		525.48
85551486	04/21/2017	SCHOOL TECH SUPPLY	01-4300		3,750.63
85551487	04/21/2017	SIERRA HAY & FEED	01-4300		72.08
85551488	04/21/2017	SIERRA STRIPING INC	21-5800		2,150.00
85551489	04/21/2017	SUTTER CO SUPERINTENDENT	01-4300		292.50
85551490	04/21/2017	TOLEDO P.E. SUPPLY	01-4300	173.65	
			Unpaid Tax	11.74-	161.91
85551491	04/21/2017	WELLNESS TOGETHER	01-5200		50.00
85551492	04/21/2017	Jennifer A. Clark	01-4300		52.02

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Checks Dated 04/21/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85551493	04/21/2017	Bonnie L. Pellow	01-5200		77.64
85551494	04/21/2017	RUDERMAN & KNOX, LLP	01-5800		2,500.00
Total Number of Checks			111		<u>1,040,248.20</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	100	370,830.58
13	Cafeteria Fund	6	36,481.58
21	Building Fund #1	5	602,541.50
25	Capital Facilities Fund	3	30,446.37
Total Number of Checks		111	1,040,300.03
Less Unpaid Tax Liability			51.83-
Net (Check Amount)			<u>1,040,248.20</u>

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Checks Dated 04/14/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85550541	04/14/2017	FIELD SUPPLY	01-4300		279.50
85550542	04/14/2017	GEARY PACIFIC SUPPLY	01-4300		249.49
85550543	04/14/2017	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		3,585.00
85550544	04/14/2017	CULTURE SHOCK YOGURT	13-4710		256.80
85550545	04/14/2017	PROPACIFIC FRESH	13-4380	49.96	
			13-4710	2,312.03	2,361.99
85550546	04/14/2017	S & S WORLDWIDE	01-4300		210.41
85550547	04/14/2017	VISION SOCCER TRAINING	01-5800		3,420.00
85550548	04/14/2017	Amber N. Hichborn	01-5200		152.90
85550549	04/14/2017	Kelli M. Willard	01-4300		67.48
85550550	04/14/2017	APPLE INC.	01-4390		30.00
85550551	04/14/2017	CDW GOVERNMENT INC	01-4300	21,159.40	
			01-4390	53.72	
			01-4400	10,019.02	31,232.14
85550552	04/14/2017	E-CONOLIGHT LLC	01-4300		643.48
85550553	04/14/2017	E-FILLIATE INC	01-4300		919.97
85550554	04/14/2017	ELISE HAUGH - DBA SPEECH & LANGUAGE THERAPY &	01-5800		8,725.00
85550555	04/14/2017	ESPECIAL NEEDS, LLC	01-4300	45.36	
			Unpaid Tax	2.46-	42.90
85550556	04/14/2017	FAR WEST RENTS & READY MIX	01-5600		160.00
85550557	04/14/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		66.66
85550558	04/14/2017	GRAINGER	01-4300		493.33
85550559	04/14/2017	HD SUPPLY FACILITIES MAINTENANCE, LTD.	01-4300		219.63
85550560	04/14/2017	JABBERGYM INC.	01-5800		6,025.00
85550561	04/14/2017	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		355.06
85550562	04/14/2017	LAKESHORE LEARNING MATERIALS	01-4300		274.36
85550563	04/14/2017	Loomis Union School Dist	01-4300		313.00
85550564	04/14/2017	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		1,523.75
85550565	04/14/2017	MEDICAL BILLING TECHNOLOGIES	01-5800		132.80
85550566	04/14/2017	PESI HEALTHCARE	01-5200		299.99
85550567	04/14/2017	PLACER LEARNING CENTER	01-5800		51,949.85
85550568	04/14/2017	REALLY GOOD STUFF	01-4300	197.54	
			Unpaid Tax	12.32-	185.22
85550569	04/14/2017	REGINA ROSENZWEIG	01-5800		3,000.00
85550570	04/14/2017	RSD - REFRIGERATION SUPPLIES	01-4300		135.27
85550571	04/14/2017	SCHOOL NURSE SUPPLY INC.	01-4300		162.94
85550572	04/14/2017	SCHOOL SPECIALTY INC	01-4300		55.48
85550573	04/14/2017	SCHOOL STEPS, INC.	01-5800		25,200.00
85550574	04/14/2017	Schools Insurance Group	01-3401		978.34
85550575	04/14/2017	SIERRA FOOTHILLS ACADEMY	01-5800		43,812.98
85550576	04/14/2017	SIERRA OFFICE SUPPLIES &	01-4300		514.78

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Checks Dated 04/14/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85550577	04/14/2017	SOUTHPAW ENTERPRISES INC.	01-4300	620.68	
			Unpaid Tax	37.11-	583.57
85550578	04/14/2017	TECH RESTORE INC	01-5600		149.00
85550579	04/14/2017	THE FRUITGUYS	01-4300		25.00
85550580	04/14/2017	THE LATINO FAMILY	01-4300		307.97
85550581	04/14/2017	TOTAL EDUCATIONAL SYS SUPPORT	01-5800		20,900.00
85550582	04/14/2017	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-4100	37.99	
			01-4300	1,069.83	
			01-4365	696.69	
			01-5200	1,529.75	
			01-5800	14.95	
			13-4300	336.20	
			13-4710	122.58	
			21-4300	34.37	
			21-4400	3,254.04	7,096.40
85550583	04/14/2017	VANGUARD DIRECT INC	01-4100	5,442.08	
			Unpaid Tax	367.88-	5,074.20
85550584	04/14/2017	WESTERN PSYCHOLOGICAL SERVICES	01-4300		241.86
Total Number of Checks			44		222,413.50

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	42	216,467.29
13	Cafeteria Fund	3	3,077.57
21	Building Fund #1	1	3,288.41
Total Number of Checks		44	222,833.27
Less Unpaid Tax Liability			419.77-
Net (Check Amount)			222,413.50

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Checks Dated 04/07/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85549309	04/07/2017	ACI SPECIALTY BENEFITS ACI ENTERPRISES INC	01-3901		2,475.00
85549310	04/07/2017	ADD SOME CLASS	01-4300		492.53
85549311	04/07/2017	C.A.S.H COALITION FOR ADEQUATE SCHOOL HOUSING	25-5200		2,214.00
85549312	04/07/2017	GOLD COUNTY TRACTORS, INC.	01-4365		208.59
85549313	04/07/2017	MJB WELDING SUPPLY, INC.	01-4300		136.10
85549314	04/07/2017	NAVIA BENEFIT SOLUTIONS	01-5800		566.50
85549315	04/07/2017	NEVCO, INC.	01-4300		103.25
85549316	04/07/2017	PACIFIC GAS & ELECTRIC CO	01-5510		5,146.77
85549317	04/07/2017	PITNEY BOWES INC	01-4300		231.53
85549318	04/07/2017	PLACER CO ENVIRONMENTAL HEALTH	01-5800		1,536.00
85549319	04/07/2017	PLACER COUNTY CLERK-RECORDER ELECTIONS DIVISION	21-6250		50.00
85549320	04/07/2017	RAPID ROOTER	01-5800		195.00
85549321	04/07/2017	SACRAMENTO THEATRICAL LIGHTING	01-4300		190.15
85549322	04/07/2017	SACRAMENTO VALLEY GOLF CARTS	01-4300		375.00
85549323	04/07/2017	SASS/Mestmaker Insurance	01-3901		409.80
85549324	04/07/2017	ULINE SHIPPING SUPPLIES	01-4300		69.37
85549325	04/07/2017	VERIZON WIRELESS	01-5560	1,407.24	
			13-5560	60.18	
			21-5560	50.18	1,517.60
85549326	04/07/2017	Abigail C. Castillo	01-5200		204.91
85549327	04/07/2017	DANIELSEN COMPANY	13-4380	81.83	
			13-4710	1,657.95	
			Unpaid Tax	2.92-	1,736.86
85549328	04/07/2017	GOLD STAR FOODS, INC	13-4710		9,568.99
85549329	04/07/2017	ORIENTAL TRADING COMPANY INC	01-4300	325.79	
			Unpaid Tax	20.78-	305.01
85549330	04/07/2017	PRODUCERS DAIRY FOODS, INC.	13-4710		3,638.36
85549331	04/07/2017	PROPACIFIC FRESH	13-4380	74.94	
			13-4710	4,196.54	4,271.48
85549332	04/07/2017	SYSCO SACRAMENTO	13-4710		2,611.76
85549333	04/07/2017	UNIFIRST CORPORATION	13-5800		303.44
85549334	04/07/2017	Stacy L. Barsdale	01-4300		36.44
85549335	04/07/2017	Tracey N. Lillie	11-5200		83.75
85549336	04/07/2017	Cecilia M. Sanchez	01-4300		15.79
85549337	04/07/2017	Nina Sandhu	01-5200		46.28
85549338	04/07/2017	A-Z BUS SALES INC	01-4365		181.42
85549339	04/07/2017	BUS WEST - FRESNO	01-4365		873.02
85549340	04/07/2017	CAPITOL CLUTCH AND BRAKE INC	01-4365		612.22
85549341	04/07/2017	CITRUS HEIGHTS SAW & MOWER	01-4365	11.39	
			01-5600	8.51	19.90
85549342	04/07/2017	DANIEL W. GRIFFEN DBA DANG ELECTRIC	01-5600		4,670.00

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Checks Dated 04/07/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85549343	04/07/2017	DAWSON OIL COMPANY	01-4345	5,171.70	
			01-4350	9,725.02	14,896.72
85549344	04/07/2017	FAR WEST RENTS & READY MIX	01-5600		213.02
85549345	04/07/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		139.39
85549346	04/07/2017	GCR TIRES & SERVICE	01-4360		739.62
85549347	04/07/2017	GRAINGER .	01-4300		875.36
85549348	04/07/2017	HILLYARD / SACRAMENTO	01-4300		172.10
85549349	04/07/2017	KINGSLEY BOGARD THOMPSON LLP	01-5810		1,790.00
85549350	04/07/2017	MEDICAL BILLING TECHNOLOGIES	01-5800		211.40
85549351	04/07/2017	NANCY ALEXANDER-STORM	01-5800		2,488.67
85549352	04/07/2017	NORTHERN SPEECH SERVICES, INC.	01-4300	336.66	
			Unpaid Tax	21.61-	315.05
85549353	04/07/2017	PLACER COUNTY SELPA	01-5200		60.00
85549354	04/07/2017	SOCIAL THINKING PUBLISHING	01-5200		990.40
85549355	04/07/2017	US BANK CORP TRUST SERVICE	49-5800		1,760.00
85549356	04/07/2017	Reynaldo A. Cubias	01-4300		36.59
85549357	04/07/2017	Adam P. Salinger	01-4300		270.18
85549358	04/07/2017	ADORAMA INC	01-4300	187.69	
			Unpaid Tax	12.69-	175.00
85549359	04/07/2017	ATHLETICS UNLIMITED	01-4300		246.23
85549360	04/07/2017	B&H PHOTO VIDEO	01-4400	2,664.09	
			Unpaid Tax	180.09-	2,484.00
85549361	04/07/2017	BIO CORPORATION	01-4300	442.59	
			Unpaid Tax	25.46-	417.13
85549362	04/07/2017	CAREER KIDS LLC	01-4300		40.07
85549363	04/07/2017	CITY OF ROSEVILLE MAIDU INTERPRETIVE CENTER	01-5800		477.00
85549364	04/07/2017	CITY OF ROSEVILLE MAIDU INTERPRETIVE CENTER	01-5800		486.00
85549365	04/07/2017	COAST TO COAST COMPUTER PRODUCTS	01-4300		56.83
85549366	04/07/2017	DEMCO MEDIA	01-4200		261.39
85549367	04/07/2017	DENNIS M HOEY DBA WEST COAST MICROSCOPE SERVICE	01-4300	8,315.04	
			01-4400	1,621.67	9,936.71
85549368	04/07/2017	DISCOVERY OFFICE SYSTEMS	01-4300		939.36
85549369	04/07/2017	EZ Flex LLC	01-4400	6,146.66	
			40-4400	3,657.69	
			Unpaid Tax	584.35-	9,220.00
85549370	04/07/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		202.36
85549371	04/07/2017	HAWKINS OFFICIATING SERVICE	01-5800		595.00
85549372	04/07/2017	INSECT LORE	01-4300		39.00
85549373	04/07/2017	J.W. PEPPER & SON INC	01-4300		70.05
85549374	04/07/2017	LAKESHORE LEARNING MATERIALS	01-4300		73.33

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Checks Dated 04/07/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85549375	04/07/2017	LOOMIS UNION SCHOOL DISTRICT	01-4300		445.00
85549376	04/07/2017	MIKALAI KALMAN	01-5800		2,941.60
85549377	04/07/2017	MONOPRICE INC	01-4300		669.93
85549378	04/07/2017	NASCO MODESTO	01-4300		904.89
85549379	04/07/2017	NCS PEARSON INC. PEARSON CORPORATION	01-4300		338.62
85549380	04/07/2017	NORTH STATE SCREENPRINT & ATHLETIC	01-4300		2,527.26
85549381	04/07/2017	ODYSSEYWARE / GLYNLYON, INC.	01-5800		1,320.00
85549382	04/07/2017	OFFICE DEPOT	01-4300		506.21
85549383	04/07/2017	PACIFIC ENVIRONMENTAL	01-5800		14,410.00
85549384	04/07/2017	PITNEY BOWES INC	01-5600		134.98
85549385	04/07/2017	PROPEL FUNDRAISING	01-4300		4,896.10
85549386	04/07/2017	REALLY GOOD STUFF	01-4300	419.61	
			Unpaid Tax	25.09-	394.52
85549387	04/07/2017	RISO PRODUCTS OF SAC INC	01-4300		1,435.01
85549388	04/07/2017	ROYCE DEE DUNCAN DBA: MID-SIER RA TOWING	01-5800		660.00
85549389	04/07/2017	SAFEWAY INC	01-4300		87.60
85549390	04/07/2017	SCHOOL SPECIALTY INC	01-4300		1,100.84
85549391	04/07/2017	SIERRA OFFICE SUPPLIES &	01-4300		75.18
85549392	04/07/2017	SPEECH CORNER	01-4300	171.48	
			Unpaid Tax	11.60-	159.88
85549393	04/07/2017	STAPLES BUSINESS ADVANTAGE	01-4300		7,321.96
85549394	04/07/2017	SUPER DUPER SCHOOL COMPANY	01-4300	143.67	
			Unpaid Tax	9.72-	133.95
85549395	04/07/2017	TEACHERS PAY TEACHERS DEPT. 6759	01-4300	27.66	
			Unpaid Tax	1.67-	25.99
85549396	04/07/2017	THE COLLEGE BOARD	01-4300		108.54
85549397	04/07/2017	ULINE SHIPPING SUPPLIES	01-4300		378.66
85549398	04/07/2017	WARD'S NATURAL SCIENCE	01-4300		55.10
Total Number of Checks			90		136,806.60

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	80	107,692.97
11	Adult Education Fund	1	83.75
13	Cafeteria Fund	7	22,193.99
21	Building Fund #1	2	100.18
25	Capital Facilities Fund	1	2,214.00
40	Spec Res For Capital Outlay	1	3,657.69
49	Mello Roos Capital Projects	1	1,760.00
Total Number of Checks		90	137,702.58
Less Unpaid Tax Liability			895.98-
Net (Check Amount)			136,806.60

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

ESCAPE ONLINE

Page 3 of 3

Checks Dated 03/31/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85547940	03/31/2017	Salma E. El Liessy	01-9550		80.54
85547941	03/31/2017	Amanda Y. Gee	01-5200		272.32
85547942	03/31/2017	Clella Jocoy	01-5200		35.95
85547943	03/31/2017	ATKINSON ANDELSON LOYA RUUD & ROMO	01-5810		695.63
85547944	03/31/2017	CITY OF LINCOLN/NON UTILITY	01-5800		121,676.70
85547945	03/31/2017	DISCOVERY OFFICE SYSTEMS	01-5600		29.67
85547946	03/31/2017	GOLD COUNTRY MEDIA PUBLICATIONS	40-5800		243.60
85547947	03/31/2017	LPA INC.	01-6210		139.49
85547948	03/31/2017	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		1,354.50
85547949	03/31/2017	OFFICE DEPOT	01-4300	946.49	
			01-4400	444.42	1,390.91
85547950	03/31/2017	PACIFIC GAS & ELECTRIC CO	01-5510		69,405.46
85547951	03/31/2017	PITNEY BOWES INC	01-4300		54.69
85547952	03/31/2017	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		127.33
85547953	03/31/2017	SCHOOL FACILITY CONSULTANTS	25-5800		2,478.75
85547954	03/31/2017	Bhawnpreet Kaur	01-5200		90.95
85547955	03/31/2017	Maria d. Mojica-Bierwirth	01-5200		28.36
85547956	03/31/2017	Amy L. Pettersen	01-4300		15.26
85547957	03/31/2017	Cecilia M. Sanchez	01-5200		33.99
85547958	03/31/2017	Jennifer E. Villanueva	01-5200		376.24
85547959	03/31/2017	A-Z BUS SALES INC	01-4365		27.99
85547960	03/31/2017	ACADEMIC THERAPY PUBLICATIONS	01-4300		588.71
85547961	03/31/2017	APPLE INC.	01-4300		213.43
85547962	03/31/2017	CABE	01-5200		315.00
85547963	03/31/2017	CAPITOL CLUTCH AND BRAKE INC	01-4365		610.32
85547964	03/31/2017	CENTER FOR HEARING HEALTH INC	01-5800		8,232.95
85547965	03/31/2017	CITRUS HEIGHTS SAW & MOWER	01-4365	37.62	
			01-5600	28.08	65.70
85547966	03/31/2017	DIESEL EMISSIONS SERVICE	01-5600		3,889.01
85547967	03/31/2017	GRAINGER .	01-4300		382.78
85547968	03/31/2017	HD SUPPLY FACILITIES MAINTENENCE, LTD	01-4300		543.76
85547969	03/31/2017	HOME DEPOT CREDIT SERVICES	01-4300		505.11
85547970	03/31/2017	HORIZON	01-4300		1,350.42
85547971	03/31/2017	INTEGRATED FIRE SYSTEMS INC	01-4300	347.57	
			01-5600	660.85	
			01-5800	1,218.21	2,226.63
85547972	03/31/2017	JOCELYN MITCHELMORE	01-5800		3,000.00
85547973	03/31/2017	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		320.25
85547974	03/31/2017	MEDICAL BILLING TECHNOLOGIES	01-5800		93.45
85547975	03/31/2017	NOR-CAL ROOFING INC	35-5600		35,490.00

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ESCAPE ONLINE

Page 1 of 3

Checks Dated 03/31/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85547976	03/31/2017	NORMAC	01-4300		104.39
85547977	03/31/2017	ODYSSEY LEARNING CENTER, INC.	01-5800		4,276.71
85547978	03/31/2017	PCOE - PLACER CO OFFICE OF ED	01-5200	400.00	
			01-7142	503.66	903.66
85547979	03/31/2017	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-5800	3,639.77	
			Unpaid Tax	246.05-	3,393.72
85547980	03/31/2017	PPG PAINTS ARCHITECTURAL FINISHES, INC.	01-4300		132.79
85547981	03/31/2017	PRO-ED	01-4300	405.41	
			Unpaid Tax	27.41-	378.00
85547982	03/31/2017	SHERIDAN AUTO PARTS	01-5800		165.49
85547983	03/31/2017	SIG EMPLOYEE BENEFITS TRUST	76-9558		693,479.50
85547984	03/31/2017	SITEONE LANDSCAPE SUPPLY	01-4300		56.52
85547985	03/31/2017	SOLUTION TREE	01-5800		10,400.00
85547986	03/31/2017	THE FRUITGUYS	01-4300		225.00
85547987	03/31/2017	TOTAL EDUCATION SOLUTIONS	01-5800		403.75
85547988	03/31/2017	UNIVERSAL SPECIALTIES, INC.	01-4300		527.18
85547989	03/31/2017	WENDY WEICHEL MURAWSKI - DBA 2 TEACH LLC	01-5800		9,000.00
85547990	03/31/2017	WILCO SUPPLY	01-4300		31.23
85547991	03/31/2017	CROWN DISTRIBUTING INC.	13-4380		2,970.87
85547992	03/31/2017	CULTURE SHOCK YOGURT	13-4710		214.00
85547993	03/31/2017	DANIELSEN COMPANY	13-4380	44.83	
			13-4710	2,198.88	2,243.71
85547994	03/31/2017	GOLD STAR FOODS, INC	13-4710		7,769.27
85547995	03/31/2017	PLACER CO ENVIRONMENTAL HEALTH	13-5800		6,863.00
85547996	03/31/2017	PRODUCERS DAIRY FOODS, INC.	13-4710		3,653.11
85547997	03/31/2017	PROPACIFIC FRESH	13-4380	49.26	
			13-4710	5,647.85	5,697.11
85547998	03/31/2017	SYSCO SACRAMENTO	13-4380	84.88	
			13-4710	1,145.52	1,230.40
85547999	03/31/2017	TRI MARK ECONOMY REST. SUPPLY	13-4380		248.06
85548000	03/31/2017	UNIFIRST CORPORATION	13-5800		303.44
85548001	03/31/2017	Daniel T. Alcorn	01-4300		37.54
85548002	03/31/2017	Angela C. Scarbrough	01-4300		19.31
85548003	03/31/2017	ALL WEST COACHLINES INC	01-5800		2,129.85
85548004	03/31/2017	B&H PHOTO VIDEO	01-4300	1,292.73	
			01-4400	2,092.41	
			Unpaid Tax	228.84-	3,156.30
85548005	03/31/2017	BALFOUR	01-4300		1,255.16
85548006	03/31/2017	BIO CORPORATION	01-4300	196.64	
			Unpaid Tax	11.31-	185.33
85548007	03/31/2017	CAROLINA BIOLOGICAL SUPPLY	01-4300		328.38
85548008	03/31/2017	CDW GOVERNMENT INC	01-4400		3,304.37
85548009	03/31/2017	EdTECH TEAM INC.	01-5200		3,367.00

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

ESCAPE

ONLINE

Page 2 of 3

Checks Dated 03/31/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85548010	03/31/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		711.60
85548011	03/31/2017	HOME & SCHOOL CONNECTION	01-4300		354.00
85548012	03/31/2017	INTER-STATE STUDIO & PUBLISHING CO.	01-4300		2,237.87
85548013	03/31/2017	NASCO MODESTO	01-4300		657.26
85548014	03/31/2017	NORTH STATE SPRING CONFERENCE	01-5200		249.00
85548015	03/31/2017	SIERRA SAFETY COMPANY INC	01-4300		160.88
Total Number of Checks			76		<u>1,029,210.61</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	62	266,839.40
13	Cafeteria Fund	10	31,192.97
25	Capital Facilities Fund	1	2,478.75
35	Schools Facilities (Prop 1A)	1	35,490.00
40	Spec Res For Capital Outlay	1	243.60
76	Payroll Fund	1	693,479.50
Total Number of Checks		76	1,029,724.22
Less Unpaid Tax Liability			513.61-
Net (Check Amount)			<u>1,029,210.61</u>

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

ESCAPE **ONLINE**
Page 3 of 3

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

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

SUBJECT:

Williams Uniform Quarterly
Complaint Report

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

One component of the Williams Settlement Legislation requires each district to submit a quarterly report to the County Superintendent and the Governing Board on the nature and resolution of complaints addressing insufficient instructional material, teacher vacancies and misassignments, and emergency or urgent facilities issues.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the results of the Williams Uniform Complaint report.

Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)(e)]

District: Western Placer Unified School District

Person completing this form: Rosemary Knutson

Title: Secretary to the Superintendent

Quarterly Report Submission Date:
(Check one)



April

Due: April 30th



July

Due: July 31st



October

Due: October 31st



January

Due: January 31st

Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 05/2/17



No complaints were filed with any school in the district or with a district official during the quarter indicated above.



Complaints were filed with a school(s) in the district or with a district official during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	-0-	-0-	-0-
Teacher Vacancy or Misassignment	-0-	-0-	-0-
Facilities Conditions	-0-	-0-	-0-
CAHSEE Intensive Instruction & Services	-0-	-0-	-0-
TOTALS	-0-	-0-	-0-

Scott Leaman

Print Name of District Superintendent



Signature of District Superintendent

April 28, 2017

Date

Please submit to: Jessica Garlock, Administrative Assistant
County Superintendent of Schools
Placer County Office of Education
360 Nevada Street, Auburn, CA 95603
(530) 889-5581 / Fax: (888) 292-4936

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 Affiliation Agreement with
Diablo Valley College

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

CTEIG Funds

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Diablo Valley College for operational support to the Information Computer Technology (ICT) Pathway teachers in implementing the CISCO Network Academy curriculum in their ICT courses. This partnership with Diablo Valley College ensures that we are current in our industry practices and providing students with the most relevant and up-to-date skills.

RECOMMENDATION:

Administration recommends that the Board ratify the contract proposal agreement between Diablo Valley College and Western Placer Unified School District.



DIABLO VALLEY COLLEGE

ACADEMY SUPPORT CENTER (ASC)
Western Academy Support and Training Center
AFFILIATION AGREEMENT



This Affiliation Agreement is entered into between:

Contra Costa Community College District's Diablo Valley College (the "ASC") and
Lincoln High School (the "ACADEMY") as of the July 1, 2017.

Academy ID# is: 20031102. Include ID# in note if submitting payment by check.

ASC (Academy Support Center):

Authorized Representative

Signed: Kim Schenk

Printed: Kim Schenk

Title: Manager, Community Education

ACADEMY (Local Cisco Academy):

Authorized Representative

Signed: Kerry Callahan

Printed: Kerry Callahan

Title: Asst. Supt. Ed serv.

Network Academy Contact:

Same as above _____

Name: _____

Title: _____

Effective Date: July 1, 2017

1. DURATION

The duration, or term, of this Agreement shall commence on the Effective Date. This Agreement will automatically renew on July 1 annually, unless one of the parties provides 30-day written notice to the other party (see Early Termination below, #5). The parties may revise or modify this Agreement only by a written amendment signed by both parties. An ACADEMY that joins between July 1 and December 31 is subject to the full terms of this agreement.

2. GENERAL TERMS

2.1 The purpose of this Agreement is to establish an affiliation between the ASC and the ACADEMY to provide operational support to the ACADEMY in a relevant format (email, phone, web, or in-person).

2.2 The ACADEMY shall be responsible for paying an initial fee of \$550 for the first year of service to the ASC, due upon Effective Date. After the first year, the annual renewal fee is \$550.00. An "early bird" discounted rate of \$300 is available if payment is received before **September 30** of the renewal year.

2.3 Upon receiving the annual fee, the ASC shall provide up to 10 hours of operational support to the ACADEMY annually.

2.4 Additional operational support beyond that included in annual membership (10 hours) will be billed to the ACADEMY (payable within 30 days of support rendered) at a rate of \$100.00 per hour.

3. ASC'S OBLIGATIONS

3.1 Assist the ACADEMY with finding training and setting up their classroom.

3.2 Be a resource expert, assisting ACADEMY in finding and using available information, resources and tools.

3.3 Provide Administrator Orientation to the ACADEMY.

3.4 Assist the ACADEMY with navigating NetSpace.

3.5 Relay critical operational communications from Cisco to the ACADEMY.

4. ACADEMY'S OBLIGATIONS

4.1 Appoint a Network Academy Contact who is responsible for the primary point of contact with the ASC, and maintaining compliance with this Agreement.

4.2 Make a best effort to obtain operational support first from the ASC before escalation to Cisco.

4.3 Allow 24 hours for a reply from the ASC to requests for support before escalation to Cisco.

5. EARLY TERMINATION

5.1 This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

6. MISCELLANEOUS

6.1 Both parties will be responsible for the negligent acts or omissions of its own employees, officers or agents in the performance of this agreement. Neither will be considered the agent of the other and neither assumes any responsibility to the other for the consequences or any act or omission of any person, firm, or corporation not a party to this agreement.

6.2 Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.3 This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

6.4 The individual signing on behalf of ACADEMY hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of ACADEMY and that this Agreement is binding upon ACADEMY in accordance with its terms.

Mail Agreement to:

Diablo Valley College Community Education c/o Kim Schenk

321 Golf Club Rd, Pleasant Hill, CA 94523

OR

Scan and Email Agreement to: wastc@dvc.edu

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 Project GLAD
for professional development in 2017-2018

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Multi-Funded; not LCFF Base

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Project GLAD for research-based professional development for teachers in guided language acquisition design (GLAD) model training. Supporting English learners is a priority for our district as outlined in Goal #2 of our LCAP. This training will enhance teachers' skills in providing effective first instruction to English learners. Our Teachers on Special Assignment for English Learner Services will serve as follow-up coaches for teachers to ensure the skills learned during GLAD are effectively implemented throughout the district. Approximately 30 teachers will receive GLAD training and coaching during the 2017-2018 school year. This will further add to the pool of teachers already trained and seeing positive results with their students. Priority for the training will be given to teachers who serve the most English learners.

RECOMMENDATION:

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

Project GLAD Training Service Contract

District: Western Placer

Two-Day Research and Theory Workshop: August 10th and 11th, 2017

Classroom Demonstration Lessons:

November 13th-16th, 2017 (upper grade)

December 4th-7th, 2017, (primary grade)

Two Day Refresher: January 9th and 10th, 2018 (cohort 1), January 30th and 31st, 2018

Description: Participants will receive intense training in the Guided Language Acquisition Design model. Participants attending all 6 days of the training will fulfill both elements 1 & 2 of the GLAD training model. Element 1 is the Two-day Input theory/research, and Element 2 is the Four-Day classroom demonstration. **All teachers attending the demonstration lessons must have previously completed the Two-Day Theory. Trainers reserve the right to enforce this rule and will ask teachers to not participate if they have not been trained in the Two-Day. No part of the Two Day In-service or the Classroom demonstration may be recorded or videotaped.**

- A. Two-day Input Topics to Include:** Theory/Research, integrated balanced literacy approach, second language acquisition, brain research, cultural sensitivity and respect, classroom implications and applications, the GLAD model, curriculum and strategies, sample unit and processing, and California State Standards/Common Core State Standards. The district will provide a room with tables and chairs for the participants, an overhead projector or document camera and screen and a room with tackable surfaces for charts. **If conditions are not met as specified above or in the materials section of this contract, the trainers reserve the right to cancel the training at any time and will bill the district for full compensation.**
- B. Classroom Demonstration Description:** The observation of a demonstration session occurs in a single classroom for consecutive mornings for 4 days. The unit has been written by certified key trainers and will be presented by them as well. Two certified key trainers will conduct the training but if for any reason, there is one trainer absent due to illness, the trainer will administer the training by herself at the full contractual rate. Trainer A presents the GLAD strategies with the group of specified children. This group of children must include English Learners and cannot be fewer than 12 students and no more than 34 students. The students must be the same group of children all four days. Trainer B coaches the participating teachers who are observing in the back of the room. Trainer B will explain what is being done, why it's being done and process questions that arise throughout the morning. **The GLAD trainers reserve the right to remove students who are disruptive during the demonstration for the duration of the remaining training.** Afternoons are spent on feedback and collaboration such as initial planning with the trainers for the participants' upcoming units and year plans using state standards and common core state standards. The district will need to provide a place where teachers and trainers can collaborate in the afternoons. **If conditions are not met as specified above or in the materials section of this contract, the trainers reserve the right to cancel the training at any time and will bill the district for full compensation. *Seeing successful strategies with students is the most effective method of promoting change.***
- C. Refresher Description** Participants will participate in a 2 day Project GLAD refresher and ELD day. Trainers will present GLAD focal strategies aligned with Common Core Standards and ELD frames. Teachers will have an hour to two hours of planning time. Emphasis on 21st Century Skills aligned with Common Core Standards, New ELD Standards and Next Generation Science Standards will also be addressed.
- D. Materials: 2-Day:** District agrees to provide each participant with a training binder for the Two-Day Input Workshop. A separate order form will be sent and the district is responsible for getting the binders for the paying participants. The District understands and acknowledges that the trainers have a proprietary interest in the materials provided. The District agrees to act in a manner to protect the trainers' proprietary interest in these materials. The key trainers will provide all other training materials. Upon

request districts/schools are also asked to submit assessment data, which includes STAR results and or anecdotal records to the Key Trainers.

Refresher: A document camera will need to be provided by the district/school. District/School will also provide materials for planning including chart paper, sentence strips and markers.

DISTRICT is responsible for ordering the training binder through the National Training Center 4-6 weeks prior to Two-Day Workshop (see attached order form)

E. Trainers: The trainers will be:

- **Kathryn Wyffels**, email: katewyffels@yahoo.com, address: 6828 Gibson Canyon Road, Vacaville, CA 95688, phone: 707 688 8666
- **Jocelyn Mitchelmore**, email: jmitchelmore@comcast.net, address: 1314 Cromwell Court, El Dorado Hills, CA 95752, phone: 916 230 6980
- **Regina Rosenzweig**, email: reginar0711@gmail.com, address: 625 Rutgers Drive, Davis, CA 95616, phone: 530 400 9606
- **Kelli Richardson**, email: krich90@earthlink.net address: 4411 Morse Court, Napa, CA 94558 phone: 707 227 7442

In the event that a trainer is not able to attend a session, a substitute will be provided; the absent trainer will bill for the work and pay the substitute. If a substitute is not available and one trainer provides services, the absent trainer will bill and pay the attending trainer for her services.

Cost and Payment:

No substitutions will be allowed. Schools will be charged in full even if participant does not complete full training.

Two Day Research-

August 10th and 11th, 2017- Total Cost for 40 participants- \$22,000

One Four-Day Demonstration Lessons

Minimum number of participants: 20/Maximum number of participants: 20

-Simulation Demo- November 6th-9th, 2017 upper grades-\$20,000

Any additional teachers seeking a refresher demo will be charged \$800/for demo week only (must prove completed GLAD certificate)

One Four-Day Demonstration Lessons

Minimum number of participants: 20/Maximum number of participants: 20

-Simulation Demo- December 4th-7th, 2017 primary grades-\$20,000

Two-Day Refresher(s)

January 9th and 10th, 2018 all 20 teachers from cohort 1 (up to 30 teachers)- \$6,000

January 11th and 12th, 2018 all 20 teachers from cohort 2 demo (up to 30 teachers)- \$6,000

Estimated Total Contract cost: \$74,000

Revised Feb. 2014

Checks made payable to: Jocelyn Mitchelmore, Kate Wyffels, Regina Rosenweig and Kelli Richardson.

- F. **Non-payment:** If payment is not received within 60 days, interest will be charged at a rate of 10% per annum until paid in full. In addition, if the matter is sent to a collection agency, it is agreed that the district will pay any and all collection costs and reasonable attorney's fees.
- G. **Cancellation Policy:** Notice of any cancellations must be given in writing 30 days prior to the first scheduled workshop. After that time, the district will still be charged the full amount.
- H. **Entire Agreement:** This contract contains the entire agreement of the parties. There are no warranties expressed or implied other than as set forth herein.

Name: Kerry Callahan Title: Asst. Supt. Ed. Serv.
School/District: WPSD Phone: (916) 645-6350
Address: 1000 W 1st St. Suite 400, Lincoln CA 95648
Authorized Signature: Kerry Callahan Date: 4/12/17

GLAD key trainer signature: Kathryn Wyffels Date: March 17th, 2017
GLAD key trainer signature: Jocelyn Mitchelmore Date: March 17th, 2017
GLAD key trainer signature: Kelli Richardson Date: March 17th, 2017
GLAD key trainer signature: Regina Rosenzweig Date: March 17th, 2017

We must receive your confirmation before participants will be allowed to attend the workshops or classroom demonstrations. Please print and fill out the information below. Return the entire form by mail to Jocelyn Mitchelmore at 1314 Cromwell Court, El Dorado Hills, CA 95762 or fax to 916 670 1364.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratify Contract – Diverse Network Associates, Inc.
And Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Technology Department Budget

MEETING DATE:

May 2nd, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The District has contracted with Diverse Network Associates, Inc. to provide standard website hosting services that allows WPUSD to directly manage its own website content. The contract is for the 2017-2018 school year starting on July 1, 2017 and ending on June 30, 2018. The annual service fee is \$9,672.00 and will be paid in advance with the Technology Department Budget.

RECOMMENDATION:

Administration recommends the Board ratify the agreement with Diverse Network Associates, Inc. and Western Placer Unified School District.



CATAPULTCMS ANNUAL SERVICE AGREEMENT

This Agreement is hereby entered into as of Apr 18, 2017, by and between the Western Placer Unified School District, hereinafter referred to as "Client," and Diverse Network Associates, Inc. dba Catapult K12, hereinafter referred to as "Company."

1. **Term.** The term of service starts July 1, 2017 and service ends June 30, 2018, hereinafter referred to as "Term".
2. **Acceptance & Fees.** If provided in the Term Sheet, Company shall provide Website Hosting Services ("Services") for Client, as provided herein. Client agrees to be bound by all the terms and conditions of this Agreement. Client shall pay the website hosting service fees described in the Term Sheet.
3. **Provision of Services.** Company agrees to provide Client with its standard website hosting services. A more detailed description of the services included in Client's service plan is outlined in the Term Sheet or available upon request in Company's promotional and marketing materials. Company reserves the right to change or modify the features of Client's service plan from time to time on 30 days' written or e-mailed notice to Client. Client's continued use of Company's services after receipt of such a notice of modification shall constitute Client's acceptance of and agreement to be bound by the Company's modification of the terms and conditions of this agreement and the Term Sheet.
4. **Agreement Term & Termination.** Unless otherwise stated in Term Sheet, incorporated by this reference, the term of this agreement shall commence on the date of execution of the Term. Term Sheet and continue for a 12-month term ("Term"). After Term, this Agreement shall be automatically renewed for successive annual periods until terminated by either party upon 30 days' advance written notice. There is no partial refund of fees parties as provided in this Agreement upon an early termination by Client. In the event Client properly terminates this Agreement, Company shall provide Client with a digital back up of the Website files to Client either as an attachment to an e-mail or via other file transfer process, or mail them to Client in the form of a CD-ROM.
5. **Payment Terms.** Client agrees to pay Company the amount specified on Term Sheet for the Company's services. Company reserves the right to change or modify its charges for Client's plan from time to time after the Term, upon giving 30 days' notice written or e-mailed to Client. Client's continued use of Company's services after receipt of such a notice shall constitute Client's acceptance of and agreement to be bound by the Company's modified charges for its services. Additional charges for add-on services not included in Term Sheet will be provided to Client in a separate quote or amendment to this Agreement. Service charges are payable as provided in the Term Sheet, without advanced invoice or demand. Payments can be made online or by check. Interest in the amount of 1.8% per month will be added to any outstanding invoices remaining unpaid for more than 30 days, in addition to a \$100.00 late fee. Client may elect to have payments charged to a credit or debit card or other account automatically on the first day of any payment period. Any charges for upgrading Client's current hosting package, or performing add-on requests, will be billed in the next invoice and are due immediately.
6. **Content Management.** Company has developed a proprietary "Content Management System" or "CMS", which allows Client to directly manage its own content. Client is solely responsible for supplying, verifying, policing and monitoring its own content, and Company grants to Client a non-exclusive and non-transferrable license to use the CMS for a term concurrent to the term of hosting services provided by Company to Client.
7. **Regulated Use.** Company may impose rules and regulations on the use of the Website and CMS during the term of any hosting services, so as to ensure the effective, efficient, proper and lawful use of the system, which Client shall diligently abide by upon receipt of notice of such rules and regulations.
8. **Violations of Network Security.** Client is prohibited from violating or attempting to violate the security of the network. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of Client's agreement. Company will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations.
9. **Web Hosting Support.** The web hosting support defined in the Term Sheet and will be provide during Term.
10. **Warranty Against Unlawful Use.** Client warrants and represents that Client shall use Services only for lawful purposes and in accordance with all valid federal, state, and local laws and regulations governing use of e-mail and the Internet,



whether or not specifically prohibited elsewhere in this Agreement. Failure to abide by the terms of this paragraph shall be grounds for immediate termination of Client's account for cause.

- 11. Liability; No Warranty; Limitation of Damages.** Client expressly agrees that use of Services provided by Company is at Client's sole risk. Company guarantees 99% percent uptime for its Web servers. If uptime for Client's Web server falls below 99% percent during any given month, Company shall credit back a pro rata payment of the monthly service fees equal to the amount of down time. Any such credit shall be applied to future invoices. This credit shall be Client's sole and exclusive compensation for any downtime or other unavailability of Company's services under this Agreement. COMPANY SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY DAMAGES OR LOSS ARISING AS A CONSEQUENCE OF SUCH DOWNTIME OR UNAVAILABILITY. COMPANY, ITS AGENTS, AFFILIATES, LICENSORS OR THE LIKE, DO NOT REPRESENT OR WARRANT, EXPRESSLY OR IMPLIEDLY, THAT THEIR SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THEIR SERVICES OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION SERVICE OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THEIR SERVICES, UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT. COMPANY, ITS OFFICERS, AGENTS, OR ANYONE ELSE INVOLVED IN PROVIDING SERVICES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE SERVICES; OR FOR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO COMPANY'S RECORDS, PROGRAMS, OR SERVICES. COMPANY WILL EXERCISE NO CONTROL OVER THE CONTENT OF THE INFORMATION PASSING THROUGH COMPANY'S WEBSITE/NETWORK. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, FOR THE SERVICES IT IS PROVIDING. COMPANY ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY BE SUFFERED BY CLIENT, INCLUDING LOSS OF DATA RESULTING FROM DELAYS OR NON-DELIVERIES.
- 12. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights.** Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, and interest in any product or service provided to Client belongs to Company. These products and services are only for Client's use in connection with Services provided to Client as outlined in this Agreement. Client expressly warrants to Company that Client has the right to use any patented, copyrighted, or trademarked material which Client uses, posts, or otherwise transfers to Company servers.
- 13. Hardware, Equipment, and Software.** Client is responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access Company servers. Company makes no representations, warranties, or assurances that Client's equipment will be compatible with Company Services. Company will provide testing upon request.
- 14. Age.** Client expressly represents and warrants that Client and any person to whom Client grants access to Client's Company account are at least 18 years of age.
- 15. Indemnification.** Client agrees to defend, indemnify, and hold Company harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against Company, its agents, servants, officers, and employees, that may arise or result from any Service provided or performed or agreed to be performed or any product sold by Client, Client's agents, employees, or assigns. Client further agrees to defend, indemnify, and hold harmless Company against liabilities arising out of: (a) Any liability to Company arising by virtue of any use of Company's services by Client for any unlawful purpose, or in violation of any valid federal, state, or local law or regulation governing use of e-mail or the Internet; or, (b) Any injury to person or property caused by any products sold or otherwise distributed in connection with Services provided to Client.
- 16. Representation and Warranty as to Ownership of Content.** Client represents and warrants to Company, which shall continue throughout the use of the Website, that it has the full legal and other rights and approvals to use all photos, logos, links, written materials, and other content featured on the Website. Client shall hold Company free and harmless from any costs, claims, fines, attorneys' fees, lawsuits, and expenses arising from any breach of this representation and warranty.
- 17. Intellectual Property.** Except as expressly provided herein, Company reserves all rights to all intellectual property under Federal and California laws. Client is receiving a non-exclusive, non-transferable, royalty free license to use the Website.
- 18. Software Support.** For the period defined in the Term following delivery of the Website, or a period equal to the Website Hosting (if applicable), Company will apply commercially reasonable efforts to assist Client with "bugs" that stop the software from



95926

functioning at no additional cost. This does not include "bugs" that are caused by the releases of new browsers or any unforeseen changes in the Internet, new web browsers, new security methods, or development standards that Company is unaware prior to the signing of this Agreement. Company shall maintain reasonable business hours for phone help by its team.

19. **Illustration Rights.** Company retains the right to show its name, logo, brand and/or identify at the bottom footer of the Website for marketing purposes.
20. **Miscellaneous.** If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement. Client agrees to keep Company informed of all current contact information for Client's account. Changes in Client's account information may be reported to Company by e-mail at contact@CatapultK12.com. Failure to maintain or keep current all contact information shall be a ground for Company to terminate Client's account for cause. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.



95926

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to sign this Agreement as set forth below.

Client: Western Placer Unified School District

Name: Audrey K Kilpatrick

Signature: 
Audrey K Kilpatrick (Apr 18, 2017)

Title: Asst. Supt. Business & Operati

Date: Apr 18, 2017

Invoicing Contact Email: akilpatrick@wpusd.k12.ca.us

Invoicing Contact Phone: 916-645-6350

Annual Services Fees: \$9,672.00

Annual Services Fee Payment Options: (Either: check box that applies)

- ☐ Billed monthly in advance with effect from the Initial Term
- ☐ Quarterly in advance
- ☒ Annually in advance
- ☐ Other:

Duration of Agreement:

Start Date: July 1, 2017
End Date: June 30, 2018
Months of Terms: 12 months

Company: Catapult K12

Taxpayer ID#: 48-1284049

By: Jason Jeffery

Signature: 

Title: CEO

Date: April 18, 2017

**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 Change Order #4 for the Lincoln High School Addition and Modernization Project

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Michael Adell
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Measure A

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

On October 18, 2016, the Board accepted the bid and awarded a contract to Flint Builders, Inc., for the Lincoln High School Addition and Modernization project including the construction of a new single story classroom building and walkways, quad area site improvements, and stadium area site improvements. Due to the very wet weather we have experienced this winter, the soils at the location of the building foundation, walkway canopy foundations, underground utilities and associated trenching, and walkway locations became very saturated and deemed unsuitable by the Geotechnical Engineer for adequate compaction. In response to the issue, for those areas which will effect critical path of the project schedule, it is necessary to stabilize the subgrade soils by over excavation, placement of geogrid/geotech fabric, import of aggregate base rock, decomposed granite, backfill material, and concrete slurry mix.

The attached Change Order #4 in the amount of \$129,012.00 represents the cost to stabilize the soil and associated project scope. The change order will increase the contract amount to \$7,048,767.00.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the Construction Change Order #4 for the Lincoln High School Addition and Modernization Project.

CHANGE ORDER REQUEST

FLINT

Page 1 of 1

Flint Builders Inc.
401 Derek Place
Roseville, CA 95678

COR #: 4
DATE: 3/30/2017

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

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

Saturated Soil & Unsuitable Backfill Material

PROPOSED SCOPE OF WORK:

COR #4 combines two issues related to unsuitable soils:

PCO #18 Unsuitable material was found while excavating utility trenches. A quantity of 340 CY of material was found to be too wet to place back into the utility trenches and compacted. This material had to be offhauled in lieu of being reused at the trenches.

PCO #23 includes the following:

1. Overexcavate unsuitable soils area to the South West of the Administration Building. Install geotech fabric, and utilize existing DG to replace unsuitable soils.
2. Credits for grading, underground utilities and concrete for a section of deleted concrete area added in CCD 1 behind the bleachers.
3. An added pair of gates at the pole vault area.
4. Unsuitable soil remediation at the West side of the stadium at the vehicular concrete paving area. This covers 12" of additional overexcavation at the highlighted area. Supply and installation of geo fabric, import, place and compact 12" of ab to bring back to subgrade.
5. Unsuitable soil remediation at the amphitheater concrete seating.
6. Replacement of existing root barriers at the track trees that were damaged during concrete ring removal. Any irrigation damage will be completed separately on T&M basis.
7. Extended rental charges for temp toilets and storage containers at the track due to CCD6, rain and saturated soil conditions.
8. Overexcavate and pour lean mix at canopy footings.

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
PCO	Pending Change Orders	18	Unsuitable Backfill Material for Trenches	20692.00
PCO	Pending Change Orders	23	Saturated Soils at Sidewalks, Canopy & Amp Seating	108320.00

TOTAL: 129,012.00

APPROVED BY: Western Placer Unified School District

SUBMITTED BY: Flint Builders Inc.

SIGNED: _____

SIGNED:  _____

DATE: _____

DATE: 4/26/17

Potential Change Order Request

1629. - Lincoln HS Addition and Modernization

FLINT

Page 1 of 1

DATE: 4/11/2017

TITLE: Unsuitable Backfill Material for Trenches

PCO#: 18

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

From: Andy Rolfs
Flint Builders Inc
401 Derek Place
Roseville, CA 95678
Phone: 916.757.1000
Email: arolfs@flintbuilders.com

DESCRIPTION OF PROPOSAL:

Unsuitable material was found while excavating utility trenches. A quantity of 340 CY of material was found to be too wet to place back into the utility trenches and compacted. This material had to be offhauled in lieu of being reused at the trenches.

PCO Item	Quantity	UM	Unit Price	Amount
1 : Grading: Removal of unsuitable backfill material for trenches	0.000	LS	0.00000	19320.00
2 : OH&P	0.000	LS	0.00000	966.00
3 : Bonds	0.000	LS	0.00000	203.00
4 : Builders Risk Insurance	0.000	LS	0.00000	203.00

Total: 20,692.00

Submitted By:



Andy Rolfs
Flint Builders Inc

4/11/2017

Date

Approved By:

Michael Adell
Western Placer Unified School District

Date



SWAN
ENGINEERING INC.

420 Berry St. Roseville, Ca. 95678 O-(916) 474-5299
F-(916) 474-5139 License#: 957747

Field Back Up for Time & Material Request

Job Name: Lincoln Hlgh Job #: 16123 Customer: Flint
SE COR#: _____ RFI#: _____ PCO#: _____ RFQ#: _____
Written By: Gordon Markuk Date: 2/24/17 Other: _____
Scope of Work: Moving unsuitable material (340 Yds) to an accessible location to be hauled off. Also moving lime treated material back to trenches for compaction.

Cause for Delays: _____

Exclusions:

Material List		Material List		Equipment /Tools			Equipment /Tools		
Description	Qty	Description	Qty	Description	Qty.	Days	Description	Qty.	hours/days
				Work Truck			10K lb Exc		
				Traffic Cntrl Equip			50k lb Exc		
				Cut-off Saw			Exc bucket/wheel		
				MH Testing Equip			Loader		
				Generator			Backhoe	1	6 days
				H2O Test Equip			Backhoe Bkte/Whl		
				Vacuum			Skid loader		
				Pipe Threader			Skid Steer w/ Attach	1	4 hrs
		Employee Names & Hours		Laser			Dozer		
				Jack Hammer			Water Truck		
				Asphalt/Conc Cutter			Smooth Drm Roller		
				Hydraulic Breaker			Pad Drum Roller		
				Compressor			Scraper		
							Blado		
							Water Buffalo		
							Water Buffalo		
							End Dump		
							10-Wheeler	1	38/hrs
							Jumping Jack		
							Trench Plates		
							Trench Jacks		
							Trench Shields		

Labor Hour Breakdown:

Backhoe 2 days moving to accessible
2 day bringing to trench
2 days loading trucks

of Days to Complete: _____

Labor Hours: _____

Operator Hours: 52

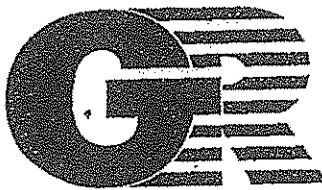
Total All Hours: 58

Premium Labor Hrs: _____

Premium Ops Hrs: _____

Optr Foreman Hrs: 6

Authorized By: _____ Name: _____ Date: _____



TRUCKING, LLC CAR 017131

OFFICE (916) 985-2700
FAX (916) 985-2705

PO BOX 1270
Orangevale, CA 95662

copy this

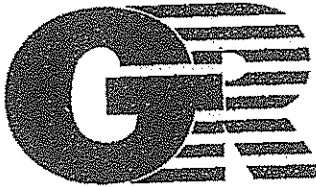
(M) T W TH FRI SAT SUN DAY/NIGHT		FREIGHT BILL NO. 51043	
DATE: 1-16-17		MATERIAL: DIRT-MOD	
DESTINATION: N. DOWD RD - SHERIDAN		TYPE OF LOADING: <input type="checkbox"/> BELT <input type="checkbox"/> HOT PLANT <input type="checkbox"/> OTHER <input type="checkbox"/>	
POINT OF ORIGIN: LINCOLN HIGH SCHOOL		EXCAVATOR <input type="checkbox"/> FRONT LOADER <input checked="" type="checkbox"/>	
CONSIGNOR: SWAN ENGINEERING		<input type="checkbox"/> Bent End <input type="checkbox"/> Transfer <input type="checkbox"/> Semi Bottom <input type="checkbox"/> Double Bottom <input checked="" type="checkbox"/> 10 Wheel <input type="checkbox"/> Side Dump <input type="checkbox"/> Low Bed <input type="checkbox"/> Flat Bed <input type="checkbox"/> High Side <input type="checkbox"/> Water Truck	
CONSIGNEE: SWAN ENGINEERING		Job # _____ PO # _____ LDS _____	
DEBTOR: SWAN ENGINEERING		TERMS: PAYMENT DUE BY 20TH OF FOLLOWING MONTH (Section 7108.6 of the California Business & Professions Code).	
LOCATION: _____	AND TIME: _____	MILEAGE: _____	YARDAGE: 12

TAG NUMBER	WEIGHT	MATERIAL	LOADING TIMES		UNLOADING TIMES		REMARKS
			ARRIVE	DEPART	ARRIVE	DEPART	
1	12	DIRT	7:30	7:45	8:10	8:25	
2	12	DIRT	8:40	8:50	9:10	9:23	
3	12	DIRT	9:43	9:58	10:17	10:29	
4	12	DIRT	10:46	11:00	11:19	11:33	
5	12	DIRT	11:50	11:56	12:18	12:20	
6	12	DIRT	12:38	12:46	1:05	1:15	
7	12	DIRT	1:34	2:05	2:28	2:40	
8	12	DIRT	3:00	3:18	3:48	4:08	
9			4:30				
10							
11							
12							
13							
14							
15							
16							

START TIME: 7:30		END TIME: 4:30		TOTAL TIME: 9		NET TIME: 9 HRS	
<input type="checkbox"/> LUNCH <input type="checkbox"/> BREAKDOWN <input checked="" type="checkbox"/> N/A		NO. OF AXLES: 3 RATE AND CHARGES: 9		TONS OR HRS: 9 RATE: _____ AMOUNT: _____		DEDUCTIONS: 0	
DRIVER'S SIGNATURE: MA UNDERLYING CARRIER: OLYMPIC ADDRESS: _____		SUBHAULERS: MCP CA# LICENSE NUMBERS: _____ TRUCK: _____ SEMI: _____ PULL: _____		TRUCK NO.: 01 TRAILER #: _____ OR TRUCKING TRAILER: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CONSIGNEE SIGNATURE: X. John Wright TITLLOC: _____	

NOTICE: OUR DRIVERS WILL MAKE EVERY EFFORT TO PLACE MATERIAL WHERE CUSTOMER DESIGNATES, BUT COMPANY ASSUMES NO RESPONSIBILITY FOR DAMAGE INSIDE OF CURB OR PROPERTY LINE. DRIVERS INSTRUCTIONS: TRUCKERS: TAGS ARE DUE IN OUR OFFICE WITHIN 3 DAYS AFTER JOB DATE.

TRUCK TIMES START AT TIME TRUCK WAS DISPATCHED • TIME ENDS AT ORIGINAL STARTING POINT EMPTY



TRUCKING, LLC CA# 017131

OFFICE (916) 985-2700
FAX (916) 985-2705

PO BOX 1270
Orangevale, CA 95662

DATE: 1-17-17 MATERIAL: Mudd - DIRT TYPE OF LOADING: EXCAVATOR BELT ☐ HOT PLANT ☐ OTHER ☐ FRONT LOADER ☐

DESTINATION: N. DOWD RD - SHERIDAN Job # _____

POINT OF ORIGIN: LINCOLN HIGH SCHOOL PO# _____

CONSIGNOR: _____ LDS _____

CONSIGNEE: _____

DEBTOR: SWAN ENGINEERING TERMS: PAYMENT DUE BY 20TH OF FOLLOWING MONTH (Section 7108.6 of the California Business & Professions Code).

LOCATION: _____ AND: _____ MILEAGE: _____ YARDAGE: 12

TAG NUMBER	WEIGHT	MATERIAL	LOADING TIMES		UNLOADING TIMES		REMARKS
			ARRIVE	DEPART	ARRIVE	DEPART	
1	12	DIRT	7:05	7:10	7:32	7:45	
2	12	DIRT	8:05	8:15	8:35	8:45	
3	12	DIRT	9:05	9:13	9:35	9:45	
4	12	DIRT	10:05	10:18	10:40	10:52	
5	12	DIRT	11:12	11:20	11:40	11:54	
6	12	DIRT	12:13	12:22	12:43	12:55	
7	12	DIRT	1:15	1:24	1:47	2:05	
8	12	DIRT	2:25	3:35	4:05	4:25	
9			4:50				
10							
11							
12							
13							
14							
15							
16							

START TIME: 7:05 END TIME: 4:50 TOTAL TIME: 9.8 NET TIME: 9.8

DRIVERS SIGNATURE: MA SUBHAULERS MCP CA #: _____ NO. OF AXLES: 3 RATE AND CHARGES: 9.8

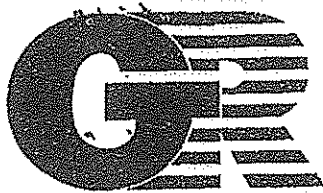
UNDERLYING CARRIER: LY MPIC TRUCK NO.: 01 TRAILER #: _____ DEDUCTIONS: 0

ADDRESS: _____ TRUCKING TRAILER ☐ YES ☒ NO CONSIGNEE SIGNATURE: X. John L. ...

KEY IN: _____ KEY OUT: _____ FUEL LOG: _____

NOTICE: OUR DRIVERS WILL MAKE EVERY EFFORT TO PLACE MATERIAL WHERE CUSTOMER DESIGNATES, BUT COMPANY ASSUMES NO RESPONSIBILITY FOR DAMAGE INSIDE OF CURB OR PROPERTY LINE. DRIVERS INSTRUCTIONS: TRUCKERS: TAGS ARE DUE IN OUR OFFICE WITHIN 3 DAYS AFTER JOB DATE.

TRUCK TIMES START AT TIME TRUCK WAS DISPATCHED • TIME ENDS AT ORIGINAL STARTING POINT EMPTY



COPIED
TRUCKING, LLC CA# 0317131

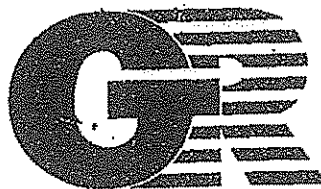
OFFICE (916) 985-2700
FAX (916) 985-2705

PO BOX 1270
Orangevale, CA 95662

M		T		W		TH		FRI		SAT		SUN		DAY NIGHT	
DATE: 1-24-17		MATERIAL: MUD - MUD		TYPE OF LOADING		Belt <input type="checkbox"/> EXCAVATOR <input type="checkbox"/>		HOT PLANT <input type="checkbox"/>		FRONT LOADER <input type="checkbox"/>		OTHER <input type="checkbox"/>		FREIGHT BILL NO. 51046	
DESTINATION: WHERE MATL DELIVERED		CRETE CRUSH - WHITE ROCK RD										Job #			
POINT OF ORIGIN: WHERE MATL WAS LOADED		LINCOLN HIGH SCHOOL										PO#			
CONSIGNOR: WHO OWNS MATL												LDS			
CONSIGNEE: WHO RECEIVED MATL												TERMS:			
DEBTOR: CONTRACTOR		SWAN ENGINEERING										PAYMENT DUE BY 20TH OF FOLLOWING MONTH (Section 7108.6 of the California Business & Professions Code).			
LOCATION DRIVER REPORTED		MILEAGE:		YARDAGE: 12											
TAG NUMBER	WEIGHT	MATERIAL	LOADING TIMES		UNLOADING TIMES		REMARKS								
			ARRIVE	DEPART	ARRIVE	DEPART									
1 51637	12	MUD	7:15	7:25	8:40	9:00	<p>All sales final-material normally not returnable. If returnable partial transporting will be charged and only value of material will be credited. Every effort will be made to dump or spread material where customer wants it, trucker assumes no responsibility for dumping of spreading or for damages of county roads or city streets. Driver to be judge if desired site unaccessible - If customer still demands delivery there - then customer is responsible for towing charges - damage to truck and equipment and all down time while being repaired. No credit unless arranged for in advance. - I agree to Court Cost, Attorney Fees and all Costs that arise from any proceedings for the collection of amounts due to the above carrier, for the work done for the above shippers, will be paid by the above shipper. Payment for these charges due NOT later than the 20th of the following month. A service charge of 2% per month (24% per annum) will be charged on past due accounts. Debtor (Contractor) agrees to pay reasonable attorney fees and court costs in case of suit to collect</p> <p>DECEMBER 26 JAN 26 2017</p>								
2 51637	12	MUD	9:50	10:10	11:00	11:19									
3 51637	12	MUD	12:10	12:38	1:28	1:50									
4 51637	12	MUD	2:48												
5		ON SITE		3:40	4:45	5:10									
6		HAUL MUD	6:00												
7															
8		TOOK LAST LOAD													
9		TO CRETE CRUSH													
10															
11															
12															
13															
14															
15															
16															
START TIME: 7:15		END TIME: 6:00		TOTAL TIME: 10.8		NET TIME: 10.8									
DRIVER'S SIGNATURE: X		SUBHAULERS MCP CA #		NO. OF AXLES: 3		RATE AND CHARGES: 10.8									
UNDERLYING CARRIER: OLYMPIC		LICENSE NUMBERS		TRUCK NO. 01		CONSIGNEE SIGNATURE: X John Kriger									
ADDRESS		TRUCK		OR TRUCKING TRAILER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		FUEL LOG									

NOTICE:
OUR DRIVERS WILL MAKE EVERY EFFORT TO PLACE MATERIAL WHERE CUSTOMER DESIGNATES, BUT COMPANY ASSUMES NO RESPONSIBILITY FOR DAMAGE INSIDE OF CURB OR PROPERTY LINE.
DRIVERS INSTRUCTIONS:
TRUCKERS: TAGS ARE DUE IN OUR OFFICE WITHIN 3 DAYS AFTER JOB DATE.

TRUCK TIMES START AT TIME TRUCK WAS DISPATCHED • TIME ENDS AT ORIGINAL STARTING POINT EMPTY



TRUCKING, LLC CAR 0317131

COPY 10

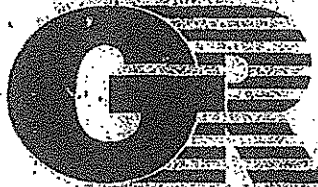
OFFICE (916) 985-2700
FAX (916) 985-2705

PO BOX 1270
Orangevale, CA 95662

M		T		(W)		TH		FRI		SAT		SUN		DAY/NIGHT	
DATE: 1-25-17		MATERIAL:		TYPE OF LOADING		BELT <input type="checkbox"/>		HOT PLANT <input type="checkbox"/>		OTHER <input type="checkbox"/>		FREIGHT BILL NO. 51497			
DESTINATION: WHERE MATL DELIVERED		Hunting Rescue		POINT OF ORIGIN: WHERE MATL WAS LOADED		790 J St		Semi-End Transfer		<input type="checkbox"/>		Job #			
CONSIGNOR: WHO ORDERED MATL				CONSIGNEE: WHO RECEIVED MATL				Semi-Bottom		<input type="checkbox"/>		PO #			
DEBTOR: CONTRACTOR		Swan		MILEAGE:				YARDAGE:				LDS		8	
LOCATION: DRIVER REPORTED		AND TIME:		MATERIAL		LOADING TIMES		UNLOADING TIMES		REMARKS					
TAG NUMBER		WEIGHT		MATERIAL		ARRIVE DEPART		ARRIVE DEPART							
1 Haul off				Mud		7:00 7:15		7:45 7:57							
2 Haul off				Mud		8:18 8:30		8:47 8:52							
3 125415 TW				Sand		9:15 9:30		9:50 10:00							
4 Haul off				Mud		10:00 10:05		10:28 10:35							
5 Haul off				Mud		10:57 11:02		11:24 11:29							
6 Haul off				Mud		11:52 11:58		12:21 12:25							
7 Haul off				Mud		12:44 12:55		1:18 1:30							
8 125420 TW				Sand		1:56 2:11		2:30 2:35							
9 Haul off				Mud		End 3:30									
10															
11															
12															
13															
14															
15															
16															
START TIME: 7:00		END TIME: 3:30		TOTAL TIME: 8.5		NET TIME: 8.5									
DRIVER'S SIGNATURE: [Signature]		SUBHAULERS MCP CA #		NO. OF AXLES: 85		RATE AND CHARGES		TONS OR HRS.		RATE		AMOUNT			
UNDERLYING CARRIER		TRUCK		SEMI		OR TRUCKING TRAILER		CONSIGNEE SIGNATURE: [Signature]							
ADDRESS		FULL		YES		NO									

NOTICE: OUR DRIVERS WILL MAKE EVERY EFFORT TO PLACE MATERIAL WHERE CUSTOMER DESIGNATES, BUT COMPANY ASSUMES NO RESPONSIBILITY FOR DAMAGE INSIDE OF CURB OR PROPERTY LINE. DRIVERS INSTRUCTIONS: TRUCKS: TAGS ARE DUE IN OUR OFFICE WITHIN 3 DAYS AFTER JOB DATE.

TRUCK TIMES START AT TIME TRUCK WAS DISPATCHED • TIME ENDS AT ORIGINAL STARTING POINT EMPTY



TRUCKING, LLC

OFFICE (916) 985-2700
FAX (916) 985-2705

PO BOX 1270
Orangevale, CA 95662

DATE: 1-25 **MATERIAL:** 1/4" (med) **TYPE OF LOADING:** ☐ BELT ☐ EXCAVATOR ☐ **HOT PLANT:** ☐ **OTHER:** ☐

DESTINATION: Lincoln Highway - Carson City **POINT OF ORIGIN:** Western **CONSIGNOR:** Western **CONSIGNEE:** SWAN **DEBTOR:** SWAN

LOCATION DRIVER REPORTED: **MILEAGE:** **YARDAGE:**

TAG NUMBER	WEIGHT	MATERIAL	LOADING TIMES		UNLOADING TIMES		REMARKS
			ARRIVE	DEPART	ARRIVE	DEPART	
1	150751	11/21	6:35	6:40	7:30	7:35	
2			8:35	8:45	8:05	8:10	
3			9:35	9:40	10:05	10:10	
4			10:35	10:40	11:05	11:10	
5			11:35	11:45	12:15	12:25	
6			12:40	1:00	1:35	1:45	
7			1:45	2:00	2:15	2:25	
8							
9							
10							
11							
12							
13							
14							
15							
16							

START TIME: 6:30 **END TIME:** 2:45 **TOTAL TIME:** 8:3 **NET TIME:** 8:3

DEDUCTIONS:

DRIVER'S SIGNATURE: **SUBHAULERS MCP CA #:** **NO. OF AXLES:** **RATE AND CHARGES:** **TONS OR HRS:** **RATE:** **AMOUNT:**

UNDERLYING CARRIER: **TRUCK NO.:** **TRAILER #:** **CONSIGNEE SIGNATURE:**

KEY IN: 1/10 **KEY OUT:** **FUEL LOG:**

All sales final-material normally not returnable-if returnable portal transporting will be charged and only value of material will be credited. Every effort will be made to dump or spread material where customer wants it, trucker assumes no responsibility for dumping of spreading or for damages of county roads or city streets. Driver to be judge if desired site inaccessible - if customer still demands delivery there - then customer is responsible for towing charges - damage to truck and equipment and all down time while being repaired. No credit unless arranged for in advance: -I agree to Court Cost, Attorney Fees and all Costs that arise from any proceedings for the collection of amounts due to the above carrier, for the work done for the above shippers, will be paid by the above shipper. Payment for these charges due NOT later than the 20th of the following month. A service charge of 2% per month (24% per annum) will be charged on past due accounts. Debtor (Contractor) agrees to pay reasonable attorney fees and court costs in case of suit to collect.

NOTICE: OUR DRIVERS WILL MAKE EVERY EFFORT TO PLACE MATERIAL WHERE CUSTOMER DESIGNATES, BUT COMPANY ASSUMES NO RESPONSIBILITY FOR DAMAGE INSIDE OF CURB OR PROPERTY LINE. TRUCKERS: TAGS ARE DUE IN OUR OFFICE WITHIN 3 DAYS AFTER JOB DATE.

TRUCK TIMES START AT TIME TRUCK WAS DISPATCHED • TIME ENDS AT ORIGINAL STARTING POINT EMPTY

Potential Change Order Request

1629. - Lincoln HS Addition and Modernization

FLINT

Page 1 of 1

DATE: 4/26/2017

TITLE: Saturated Soile at Sidewalks, Canopy & Amp Seating

PCO#: 23

To: Michael Adell
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648

Phone: 916.645.5100

Email: madell@wpusd.k12.ca.us

From: Andy Rolfs
Flint Builders Inc
401 Derek Place
Roseville, CA 95678

Phone: 916.757.1000

Email: arolfs@flintbuilders.com

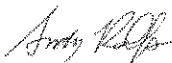
This PCO includes the following:

1. Overexcavate unsuitable soils area to the South West of the Administration Building. Install geotech fabric, and utilize existing DG to replace unsuitable soils.
2. Credits for grading, underground utilities and concrete for a section of deleted concrete area added in CCD 1 behind the bleachers.
3. An added pair of gates at the pole vault area.
4. Unsuitable soil remediation at the West side of the stadium at the vehicular concrete paving area. This covers 12" of additional overexcavation at the highlighted area. Supply and installation of geo fabric, import, place and compact 12" of ab to bring back to subgrade.
5. Unsuitable soil remediation at the amphitheater concrete seating.
6. Replacement of existing root barriers at the track trees that were damages during concrete ring removal. Any irrigation damage will be completed separately on T&M basis.
7. Extended rental charges for temp toilets and storage containers at the track due to CCD6, rain and saturated soil conditions.
8. Overexcavate and pour lean mix at canopy footings.

PCO Item	Quantity	UM	Unit Price	Amount
1 : Grading (Unsuitable Soils South West of Admin Bldg)	0.000	LS	0.00000	29210.00
2 : Deleted Concrete (CCD7)	0.000	LS	0.00000	-6943.00
3 : Deleted Grading & Utilities (CCD7)	0.000	LS	0.00000	-13919.00
4 : Double Gate at Track	0.000	LS	0.00000	2325.00
8 : Grading (Unsuitable Soils @ Track)	0.000	LS	0.00000	60825.00
9 : Grading (Unsuitable Soils @ Amp Seating)	0.000	LS	0.00000	10632.00
10 : Replace Root Barriers at Trees at Track	0.000	LS	0.00000	6417.00
11 : Temp Toilet and Storage Container Rental Charges	0.000	LS	0.00000	2640.00
12 : Lean Mix at Canopy Footings	0.000	LS	0.00000	9952.00
5 : OH&P	0.000	LS	0.00000	4559.00
6 : Bonds	0.000	LS	0.00000	957.00
7 : Builders Risk Insurance	0.000	LS	0.00000	957.00

Total:108,320.00

Submitted By:



4/26/2017

Andy Rolfs
Flint Builders Inc

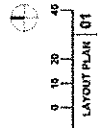
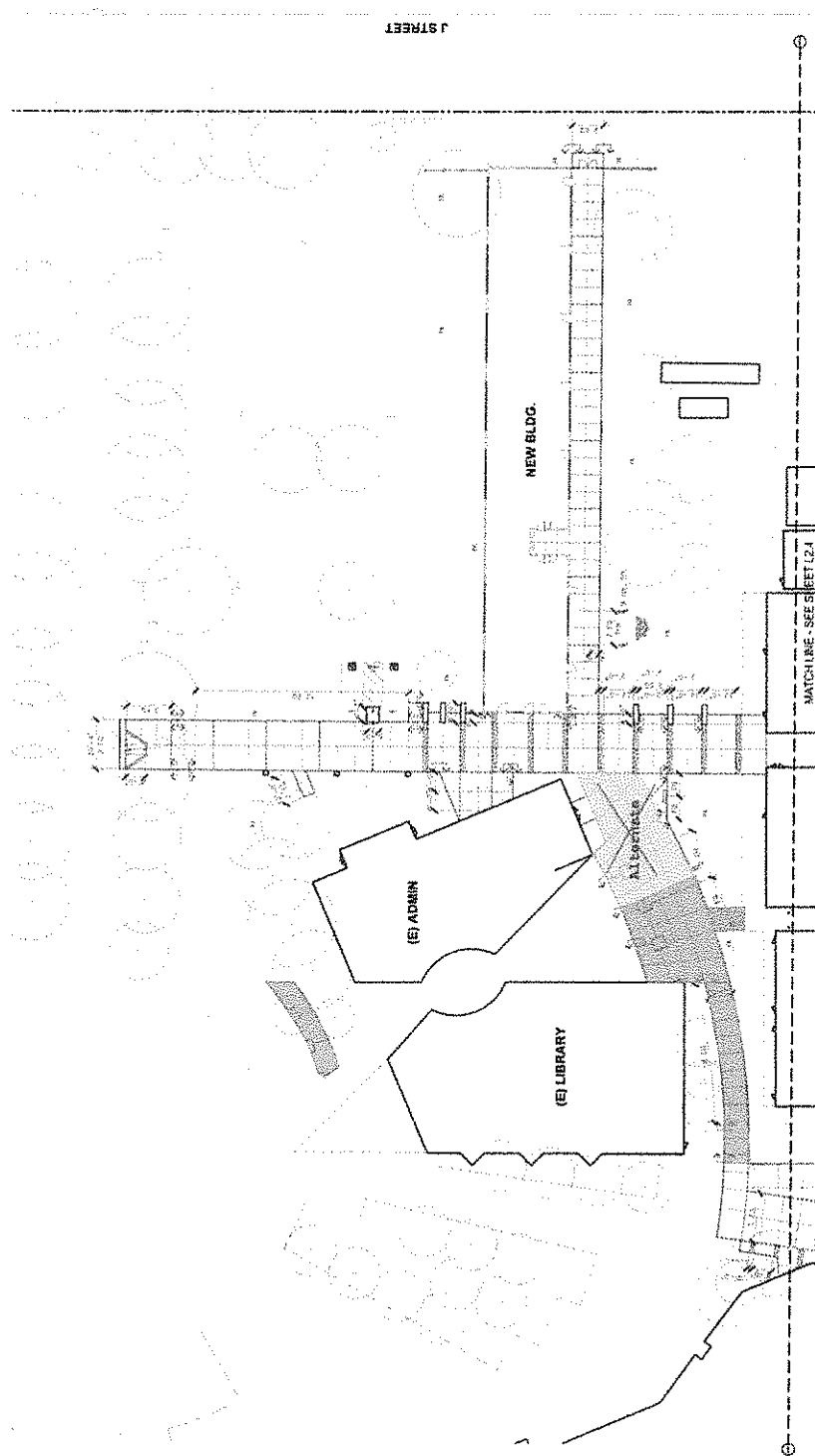
Date

Approved By:

Michael Adell
Western Placer Unified School District

Date

Area of Unsuitable Soil at Sidewalk Subgrade



KEY MAP

SHEET L1.1	SHEET L1.3
SHEET L1.2	SHEET L1.4
SHEET L2.1	SHEET L2.3
SHEET L2.2	SHEET L2.4
SHEET L2.5	SHEET L2.6
SHEET L2.7	SHEET L2.8
SHEET L2.9	SHEET L2.10
SHEET L2.11	SHEET L2.12
SHEET L2.13	SHEET L2.14
SHEET L2.15	SHEET L2.16
SHEET L2.17	SHEET L2.18
SHEET L2.19	SHEET L2.20
SHEET L2.21	SHEET L2.22
SHEET L2.23	SHEET L2.24
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SHEET L2.39	SHEET L2.40
SHEET L2.41	SHEET L2.42
SHEET L2.43	SHEET L2.44
SHEET L2.45	SHEET L2.46
SHEET L2.47	SHEET L2.48
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SHEET L2.75	SHEET L2.76
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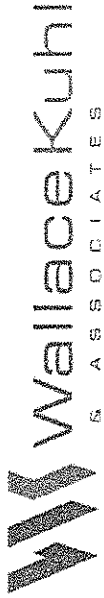
LPA
 LANDSCAPE ARCHITECTS
 1000 10th Street, Suite 100
 Lincoln, NE 68502
 (402) 441-1111
 www.lpa-landscapes.com



LINCOLN HS NEW CLASSROOM BLDG.
 ADDITIONS & MODERNIZATIONS
 750 J Street
 Lincoln, CA

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/2011	ISSUED FOR PERMIT
2	10/1/2011	ISSUED FOR CONSTRUCTION
3	10/1/2011	ISSUED FOR CONSTRUCTION
4	10/1/2011	ISSUED FOR CONSTRUCTION
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99	10/1/2011	ISSUED FOR CONSTRUCTION
100	10/1/2011	ISSUED FOR CONSTRUCTION



Week Ending: 3-4-17

Job No.: 10659.03P
Page No. 1

FIELD REPORT

Project Name: Lincoln HS New Classroom Building Addition and Modernization	Client Or Owner: Western Placer Unified School District	DSA FILE #: 31-H5	DSA APP. #: 02-114726	LEA NO. 116
General Location Of Work: 790 J Street Lincoln, CA	Owner's Or Client's Representative: AI Brooks, PI	Required compaction: SG, AB etc. 95% upper 6 inches		
General Contractor: Flint	Grading Contractor: Swan Grading	Supervisor: Matt Moyneur	Project Engineer: DAVE REDFORD	
Type Of Work: Sidewalk Subgrade	Grading Contractor Superintendent / Foreman:	Gauge Model: TROXLER-3430	Technician: LONNY BLECHINGER	
Description Of Fill Material: Native silty sands	Plans:	Serial Number: 36997	Equipment used for grading operations:	

THURSDAY 3-2-17

PAVEMENT IMPROVEMENTS

SUBGRADE: I arrived onsite as requested by the Project Inspector. I met with Zack with Flint Construction to locate area that was ready to test. Swan had excavated and compacted SG for sidewalk south of attendance office going east to west and east of attendance office going north to existing AC prior to my arrival. Getting approximately 6" to 18" of penetration in several locations with a probe, I observed SG is not stable. I performed moisture density tests and informed Zack results are preliminary until I get a sample to the lab for a curve. I discussed options with the contractor to stabilize the subgrade - included letting the soils dry or replacing them with drier soils. See following pages for approximate locations, elevations and further details.

I informed the contractor and Project Inspector the tests were low on compaction and high in moisture after the lab curve was completed.

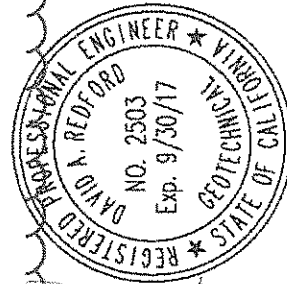
This report presents soils testing results and observations of earthwork construction. It is the contractor's responsibility to comply with the plans and specifications throughout the duration of the project irrespective of the presence of our representative. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. Horizontal and vertical lines and grades were determined by others. Our firm will not be responsible for job or site safety on this project. This report is subject to correction at any time.

File Name: 10659.03P.3-4-17.LSB.dar

Prepared by: LONNY BLECHINGER

Options to stabilize the sidewalk subgrade include:

- The subgrade soils may be scarified, and repeatedly disced or bladed to dry the soils to a moisture content at which the required relative compaction can be achieved. In our experience, the drying time required may range from several days to several weeks, depending on the subsurface soil conditions and the weather. Any significant rainfall during the time that the ground surface is open or unprotected would make the soil conditions worse and extend the drying time. Once the subgrade soils have dried sufficiently, the sidewalk can be constructed in accordance with the project documents.
- The wet, soft subgrade soils may be removed and replaced with drier soils that are at a compactable moisture content. Site soils that are similar to the in-place soils or more granular (such as decomposed granite or AB) would be acceptable. The sidewalk subgrade, and two feet beyond the edges where possible, should be excavated down a minimum of 9 inches or to firm soils (as identified by our representative) and backfilled with drier soils that have been observed and tested (if necessary) by WKA. The sidewalk subgrade must be firm and stable in addition to meeting the project compaction requirements. The sidewalk can then be constructed in accordance with the project documents.
- If firm soils are not encountered within 12 inches of the planned subgrade level the overexcavation should be stopped at that level. The exposed subgrade soils at the bottom of the over-excavation should be graded smooth and geogrid soil reinforcement (Tensar BX1100 or equivalent) or geotextile soil reinforcement (Mirafi 600X or equivalent) placed over the soil subgrade in accordance with the manufacturer's installation recommendations. The over-excavation should be backfilled with Caltrans Class 2 AB, placed in a single 12-inch lift and compacted with a static roller (minimal vibration) to at least 90 percent relative compaction. The sidewalk subgrade must be firm and stable in addition to meeting the compaction requirements. The sidewalk can then be constructed in accordance with the project documents.



David A. Redford, PE
Senior Engineer

This report presents soils testing results and observations of earthwork construction. It is the contractor's responsibility to comply with the plans and specifications throughout the duration of the project irrespective of the presence of our representative. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. Horizontal and vertical lines and grades were determined by others. Our firm will not be responsible for job or site safety on this project. This report is subject to correction at any time.

File Name: 10659.03P.3-4-17.LSB.dar

Prepared by: LONNY BLECHINGER

Week Ending: 3-4-17

Job No.: 10659.03P
Page No. 3

WallaceKuhl & ASSOCIATES FIELD REPORT

LABORATORY MOISTURE-DENSITY TESTS ASTM D1557

Test No.	Material Description	Maximum Dry Unit Weight (PCF)	Optimum Moisture Content (%)
1	BROWN SILTY SAND	128.5	9.9

FIELD DENSITY TESTS ASTM D6938

Date	Test No.	Location	Elevation	Moisture Standard Count	Density Standard Count	Test Mode	Wet Density	Dry Density	Test Moisture (%)	Compaction (%)	Lab Moisture Density Test No.
3-2	1	EAST OF ATTENDANCE OFFICE	SG	745	2123	8"	131.7	113.5	16.0	88	1
	2	SOUTH OF ATTENDANCE OFFICE	SG	745	2123	8"	125.8	110.2	14.2	86	1
	3	NORTH OF SCIENCE ROOM 23A	SG	745	2123	8"	125.6	110.2	14.0	86	1
	4	NORTH OF SCIENCE ROOM 21B	SG	745	2123	8"	130.6	112.5	16.1	88	1

This report presents soils testing results and observations of earthwork construction. It is the contractor's responsibility to comply with the plans and specifications throughout the duration of the project irrespective of the presence of our representative. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. Horizontal and vertical lines and grades were determined by others. Our firm will not be responsible for job or site safety on this project. This report is subject to correction at any time.

File Name: 10659.03P.3-4-17.LSB.dar

Prepared by: LONNY BLECHINGER

Proposal for: fabric and utilize existing DG**COR#16123-11-Mitigate Unsuitable Subgrade**Bid Date: 3/09/2017
Time: 5:00PM

From

Swan Engineering, Inc.
4470 Yankee Hill Rd, Ste 200, Rocklin, CA 95677

LN: 957747 Type: A-GENERAL ENGINEERING

Quote Number: 16123-11

Phone: (916) 474-5299 Fax: (916) 474-5139

Item	Description	Quantity	Unit	Unit Price	Total Price
A1	Mitigate Subgrade SW Of New Bldg @ Library				
01	Rmv 12" Of Unsuitable Material (Green Area)	3,900.00	SQFT	2.8600	11,154.00
	Includes 2' Over-build				
02	Provide Access After Rain Event	1.00	LS	4,250.0000	4,250.00
03	Place Fabric, Import Native From Track, Compact (Green Area)	3,900.00	SQFT	3.5400	13,806.00
				Total:	29,210.00
Total For Mitigate Subgrade SW Of New Bldg @ Library					29,210.00
					Total: 29,210.00

√ = Locked Bid-Item

Zero Total Price

Estimator: Justin Swanson Mr.
For Job: COR#16123-11-Mitigate Unsuitable Subgrade

Generated by a SharpeSoft Product

3/27/2017
5:21PM

Swan Engineering, Inc.

Page 1 of 1


Summary for:

COR#16123-11-Mitigate Unsuitable Subgrade

	Total Cost	Markup %	Markup Amount	Totals With Markup Amount	% of Total
Permanent Material:	1,754.45	0.00	0.00	1,754.45	6.01
Owned Material:		0.00	0.00	0.00	0.00
Construction Material:		0.00	0.00	0.00	0.00
Labor:	12,752.00	0.00	0.00	12,752.00	43.65
Owned Equipment:	1,057.89	0.00	0.00	1,057.89	3.62
Rented Equipment:	3,440.04	0.00	0.00	3,440.04	11.78
Outside Trucking:	4,676.40	0.00	0.00	4,676.40	16.01
Other Costs:	1,429.50	0.00	0.00	1,429.50	4.89
Plugged Costs:	0.00			0.00	0.00
Subtotal Direct Job Cost:	25,110.28		0.00	25,110.28	85.96
Subcontractors:	0.00	0.00	0.00	0.00	0.00
Subcontractor Bonding:		0.00		0.00	0.00
Total Subcontractor Costs:				0.00	0.00
Joint Venture:	0.00	0.00	0.00	0.00	0.00
Joint Venture Bonding:		0.00		0.00	0.00
Total Joint Venture Costs:				0.00	0.00
Total Detail Costs:	25,110.28			25,110.28	85.96
		Markup %	Markup Amount / Totals		
Bid Expense:		0.00	0.00	0.00	0.00
G&A Expense:		0.00	0.00	0.00	0.00
Total Direct Costs:			25,110.28	85.96	
Indirect Costs:			0.00	0.00	
Total Costs:			25,110.28	85.96	
Profit:		0.00	0.00	0.00	
Cut/Add Total:			0.00	0.00	
Bonding:		0.0000	0.00	0.00	
Insurance:		1.00	292.13	1.00	
SubTotal:			25,402.41	86.96	
Overall Markup:		15.00	3,810.36	13.04	
Total Bid:			\$29,212.77	100.00	

Multiplication Factor:	16.33790	Subcon. Multiplication Factor:	0.00000	J V Multiplication Factor:	0.00000
Total Markup Amount:	3,810.36	Total Markup Percent:	13.04		
Cash Generated:	4,274.46	% of Operating Expense:	25.46%		
% Profitability:	15.28%	% Cash on Cost:	17.14%		

Estimator: Justin Swanson Mr.
For Job: 16123-11 - COR#16123-11-Mitigate Unsuitable Subgrade

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3/27/2017

5:21PM

Swan Engineering, Inc.

Page 1 of 3

Item Cost Detail

COR#16123-11-Mitigate Unsuitable Subgrade

Group: A1 Mitigate Subgrade SW Of New Bldg @ Library

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
01	Rmv 12" Of Unsuitable Material (Green Area)	3,900.00	SQFT	2.4577	9,584.90

1.1	Over-Excavate 12"	173.07	CY	28.4781	4,928.70
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Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
E Skip Loader CO	SER	1.00 / 0.80	DAY	481.6000	385.28
L Loader Over 3/4 CY Group 3	DIRPWNPD	1.00 / 0.80	DAY	856.0000	684.80
L Operator Foreman	DIRPWNPD	1.00 / 0.80	DAY	904.0000	723.20
E 1 Ton GM Truck	SER	1.00 / 0.80	DAY	128.4800	102.78
L General Laborer Group 1	DIRPWNPD	1.00 / 1.07	DAY	640.0000	682.64
E John Deere 317 Skid Str	SER	1.00 / 0.80	DAY	332.0000	265.60
L General Laborer Group 1	DIRPWNPD	1.00 / 0.80	DAY	640.0000	512.00
E Skid Steer Sweeper Attachment	SER	1.00 / 0.80	DAY	259.4400	207.55
E TB-175 Takeuchi Mini Exc	SER	1.00 / 1.07	DAY	423.6000	451.82
L Excavator Up To 3.5 CY Group 3	DIRPWNPD	1.00 / 1.07	DAY	856.0000	913.03

Prod. per Day: 216.34 Day Lgth: 8.00 Hrs Req: 6.40 Lbr Typ: Standard Man. Hrs.: 36.27
 Work. Comp. SS 0.00% Days Req: 0.80 Man Hrs Per CY 0.209568

Unit Cost:	Material	Labor	Equipment	Other	Subcontractor	Plug	Truck
		20.31	8.16				
Total Cost:		3,515.67	1,413.03				

1.2	Offhaul Additional CY	173.07	CY	26.9036	4,656.20
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Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
O Dump Fees Per Load	DIRPWNPD	19.06	LD	75.0000	1,429.50
E Skip Loader CO	SER	1.00 / 0.80	DAY	481.6000	384.68
L Loader Over 3/4 CY Group 3	DIRPWNPD	1.00 / 0.80	DAY	678.0800	541.62
T Ten Wheeler Per Hour	DIRPWNPD	4.00 / 0.80	DAY	720.0000	2,300.40

Prod. per Day: 216.67 Day Lgth: 8.00 Hrs Req: 6.39 Lbr Typ: Standard Man. Hrs.: 6.39
 Work. Comp. SS 0.00% Days Req: 0.80 Man Hrs Per CY 0.036921

Unit Cost:	Material	Labor	Equipment	Other	Subcontractor	Plug	Truck
		3.13	2.22	8.26			13.29
Total Cost:		541.62	384.68	1,429.50			2,300.40

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
02	Provide Access After Rain Event	1.00	LS	3,651.2400	3,651.24

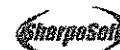
Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
L Operator Foreman	DIRPWNPD	1.00 / 0.75	DAY	904.0000	678.00
E 1 Ton GM Truck	SER	1.00 / 0.75	DAY	128.4800	96.36
L General Laborer Group 1	DIRPWNPD	2.00 / 0.75	DAY	640.0000	960.00
L Excavator Up To 3.5 CY Group 3	DIRPWNPD	1.00 / 0.75	DAY	856.0000	642.00
E Cat 315C Excavator	SER	1.00 / 0.75	DAY	512.8000	384.60

Estimator: Justin Swanson Mr.

Crew/Assembly

Zero Total Cost Warning

For Job: 16123-11 - COR#16123-11-Mitigate Unsuitable Subgrade



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Item Cost Detail

COR#16123-11-Mitigate Unsuitable Subgrade

E 5 Cubic Yard Dump Truck	SER	1.00 /	0.75 DAY	331.0400	248.28
L Loader Over 3/4 CY Group 3	DIRPWNPDI.00 /	0.75 DAY	856.0000	642.00	

Prod. per Day: 1.33	Day Lgth: 8.00	Hrs Req: 6.00	Lbr Typ: Standard	Man. Hrs.: 30.00		
Work. Comp. SS	0.00%	Days Req: 0.75	Man Hrs Per LS	30.000000		
<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:	2,922.00	729.24				
Total Cost:	2,922.00	729.24				

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
03	Place Fabric, Import Native From Track, Compact (Green Area)	3,900.00	SQFT	3.0447	11,874.14

2.1	Install Fabric	3,900.00	SQFT	0.6959	2,714.13
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Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
M Nc-140 Mirifi	DIRPWNPDI	2.94 ROLL		596.7500	1,754.45
E Skip Loader CO	SER	1.00 / 0.37 DAY		481.6000	176.57
L Loader Over 3/4 CY Group 3	DIRPWNPDI.00 /	0.37 DAY		856.0000	313.83
L General Laborer Group 1	DIRPWNPDI.00 /	0.37 DAY		640.0000	469.28

Prod. per Day: 10,636.00	Day Lgth: 8.00	Hrs Req: 2.93	Lbr Typ: Standard	Man. Hrs.: 8.80		
Work. Comp. SS	0.00%	Days Req: 0.37	Man Hrs Per SQFT	0.002256		
<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:	0.45	0.20	0.05			
Total Cost:	1,754.45	783.11	176.57			

2.4	Place & Compact Native Material From Around Football Field	3,900.00	SQFT	2.3487	9,160.01
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Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
E Skip Loader CO	SER	1.00 / 1.10 DAY		481.6000	529.76
L Loader Over 3/4 CY Group 3	DIRPWNPDI.00 /	1.10 DAY		856.0000	941.60
E Bowmag 48" Compactor	SER	1.00 / 1.10 DAY		327.2800	360.01
L Compactor Operator Group 3	DIRPWNPDI.00 /	1.10 DAY		856.0000	941.60
E Water Truck	SER	1.00 / 1.10 DAY		360.8800	396.97
L General Laborer Group 1	DIRPWNPDI.00 /	1.10 DAY		640.0000	1,408.00
L Operator Foreman	DIRPWNPDI.00 /	1.10 DAY		904.0000	994.40
E 1 Ton GM Truck	SER	1.00 / 1.10 DAY		128.4800	141.33
E Track Skid Steer	SER	1.00 / 1.10 DAY		333.0400	366.34

Estimator: Justin Swanson Mr.

(Crew/Assembly)

Zero Total Cost Warning

For Job: 16123-11 - COR#16123-11-Mitigate Unsuitable Subgrade



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Swan Engineering, Inc.
Item Cost Detail

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COR#16123-11-Mitigate Unsuitable Subgrade

L General Laborer Group 1	DIRPWNPDI.00 /	1.10 DAY	640.0000	704.00
T Ten Wheeler Per Hour	DIRPWNPDI.00 /	1.10 DAY	720.0000	2,376.00

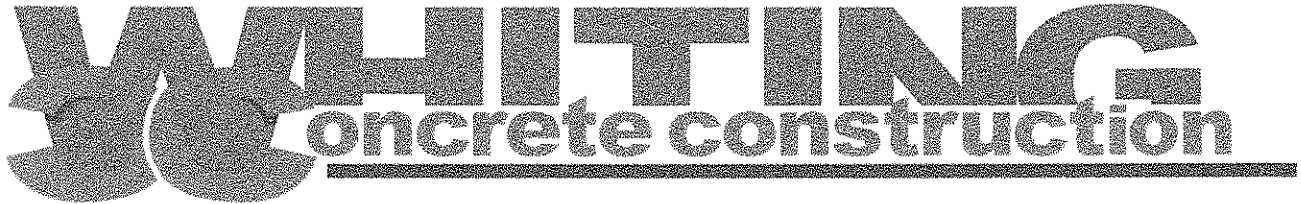
Prod. per Day: 3,545.33	Day Lgth: 8.00	Hrs Req: 8.80	Lbr Typ: Standard	Man. Hrs.: 52.80
Work. Comp. SS	0.00%	Days Req: 1.10	Man Hrs Per SQFT	0.013538
<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>
Unit Cost:	1.28	0.46		
Total Cost:	4,989.60	1,794.41		
03	Place Fabric, Import Native From Track, Compact (Green Area)	3,900.00 SQFT	3.0447	11,874.14

<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:	0.45	1.48	0.51			0.61
Total Cost:	1,754.45	5,772.71	1,970.98			2,376.00

Estimator: Justin Swanson Mr.
For Job: 16123-11 - COR#16123-11-Mitigate Unsuitable Subgrade

(Crew/Assembly) (Zero Total Cost Warning)

Credit for deleted concrete area near
concession stand



CL# 744156

March 27, 2017

Flint Builders
401 Derek Place
Roseville, CA 95678
PH: 916-757-1000

Change Order Request #13
VIA EMAIL: Arolfs@flintbuilders.com

Attention: Andy Rolfs

Project: Lincoln High School – Deleted Pedestrian paving@ Shed

Dear: Andy

The following is a revised breakdown of deductive costs associated with deleted work to be performed at the above-referenced project.

Description	Qty	Unit	Material	Labor	Equip	Sub	Total
Delete Pedestrian Paving	912	SF	\$0	\$0	\$0	-\$6,612	-\$6,612
Truck & small tools	0	DAY	\$0	\$0	\$0	\$0	\$0
							=====
					Subtotal		-\$6,612
					Profit	5%	-\$331
							=====
					TOTAL		-\$6,943

Please issue a deductive change order in the amount of \$-6,943. If you should have any questions, please do not hesitate to contact me.

Sincerely,
WHITING CONCRETE CONSTRUCTION

A handwritten signature in black ink, appearing to read "Timothy R. Whiting".

Timothy R. Whiting
President

Accepted By:
Flint Builders

Signature/Date

TRW
C:\Whiting Construction, Inc.\16-029COR#13.doc

Whiting Construction, Inc. P.O. Box 887, Rancho Murieta, CA 95683
(916) 354-2756 office (916) 354-2037 fax

Proposal for:**COR#16123-12-Credit For SD & Ped Paving @ Snack Shack**Bid Date: 3/24/2017
Time: 5:00PM

From

Swan Engineering, Inc.

4470 Yankee Hill Rd, Ste 200, Rocklin, CA 95677

LN: 957747 Type: A-GENERAL ENGINEERING

Quote Number: 16123-12

Phone: (916) 474-5299

Fax: (916) 474-5139

Item	Description	Quantity	Unit	Unit Price	Total Price
01	Credit For SD Near Snack Shack	-1.00	LS	9,943.7100	-9,943.71
02	Credit For Grading Of 4" Ped Paving Near Snack Shack Includes: 4" Concrete over Native	-1,902.00	SQFT	2.0900	-3,975.18
Total:					-13,918.89

√ = Locked Bid-Item

Zero Total Price

Estimator: Justin Swanson Mr.

For Job: COR#16123-12-Credit For SD & Ped Paving @ Snack Shack



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Added Double Gate at Track (near pole vault)

PISOR FENCE DIVISION, INC.

P.O. BOX 7213
CITRUS HEIGHTS, CA 95621-7213
P-(916) 726-1173 F-(916)726-1198

CHANGE ORDER

Number _____

Phone: (916) 969-7662	Date: 03/30/17
Fax:	
Job Name / Location: LINCOLN HS CLASSROOM LINCOLN	
Job Number 6797	

TO: FLINT BUILDERS


CRAIG KINSMAN

We hereby agree to make the change(s) specified below:

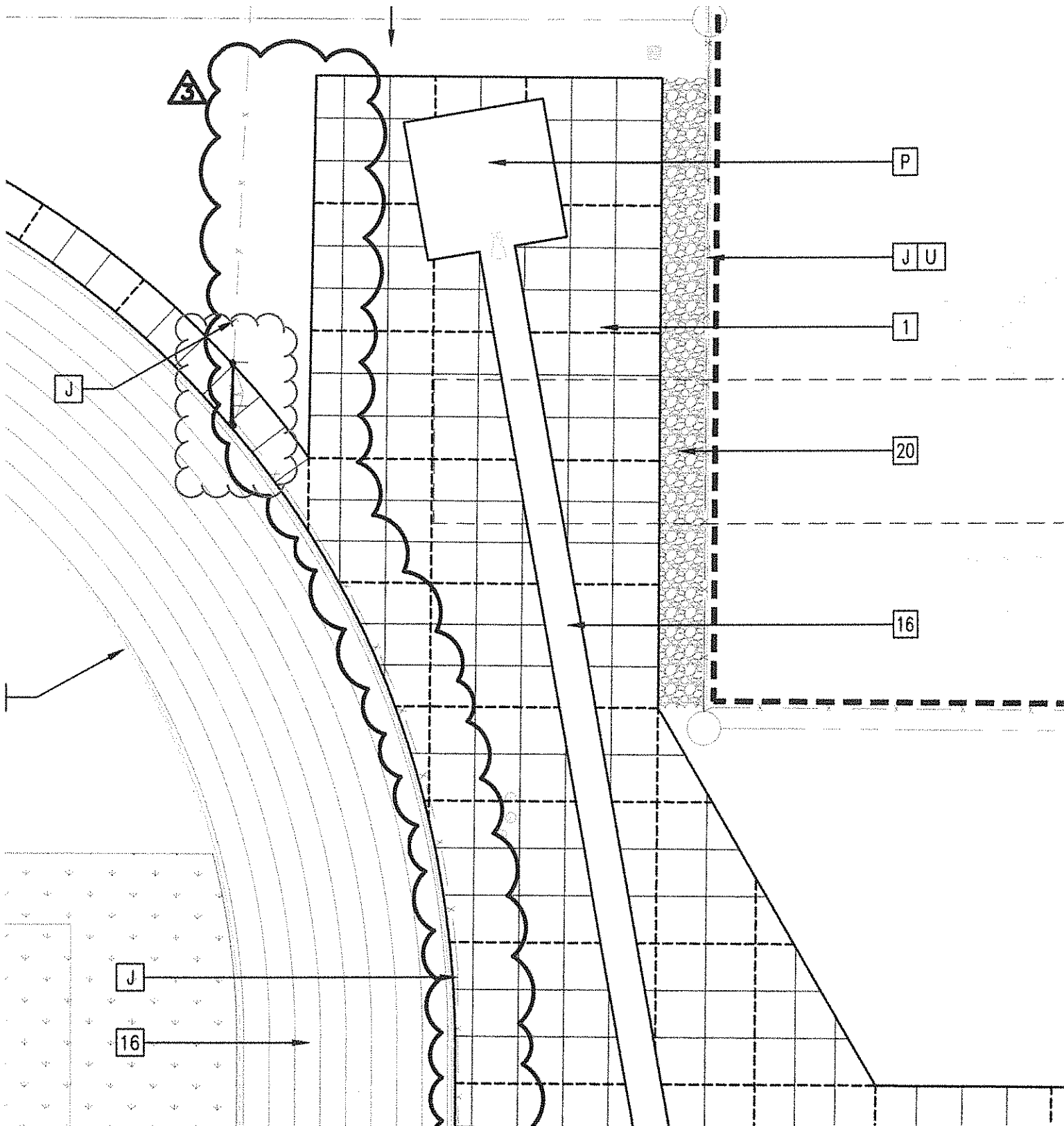
F&I 1 EACH DOUBLE SWING GATE USING EXISTING POSTS AT POLE VAULT AREA

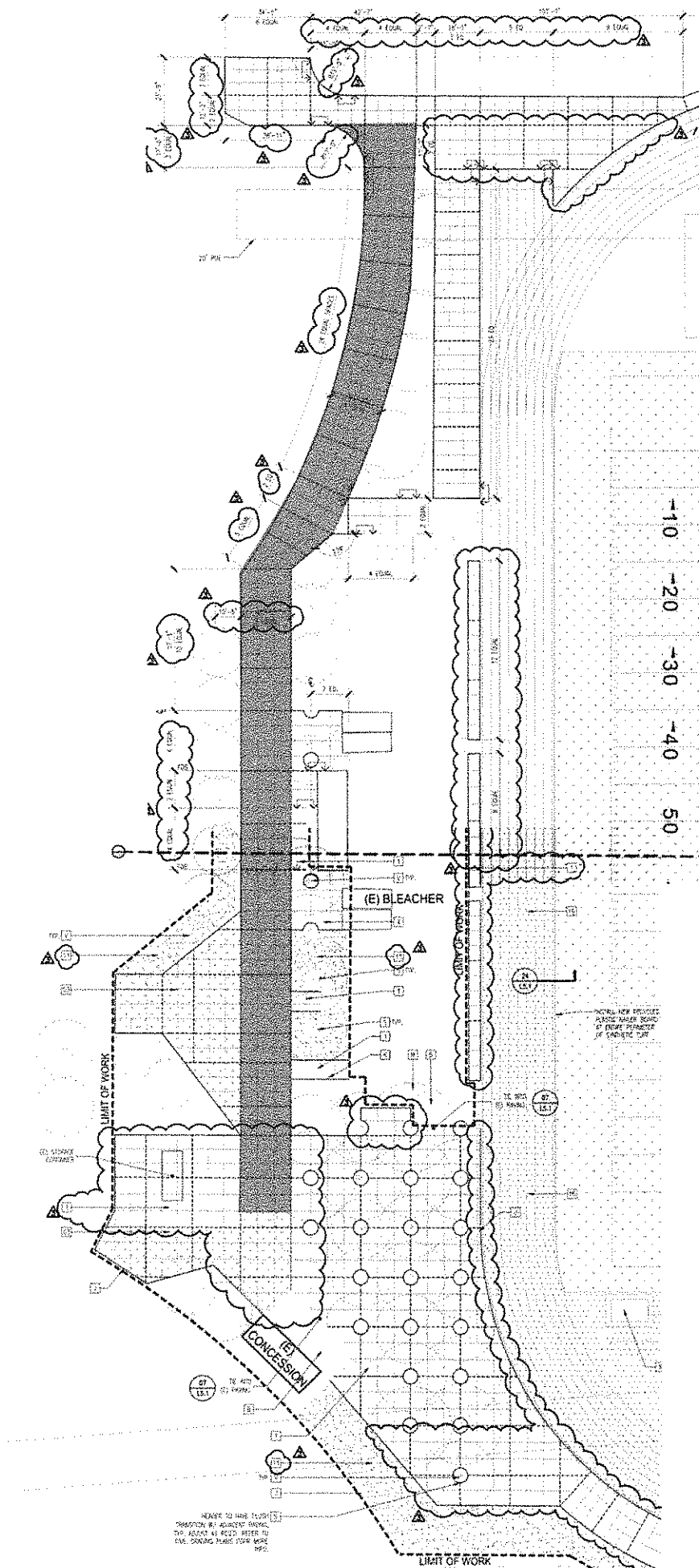
LABOR	\$760.00
MATERIALS	1,370.00
TRUCK & TOOLS	195.00
TOTAL	\$2,325.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.
Material prices good for 45 days, thereafter subject to change at any time.

WE AGREE hereby to make the change(s) specified above at this price →		\$2,325.00
Date	03/30/17	
Authorized Signature (Contractor)	 Drew Vincent	
ACCEPTED -- The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.		Date of acceptance _____ Signature _____ (owner)

Added Double Gate at Track (near pole vault)





Overexcavate unsuitable soils at vehicular
concrete at west track, install geotech fabric
and import AB

Page 1 of 1

Bid Date: 3/09/2017
Time: 5:00PM

Proposal for:
COR#16123-11-Mitigate Unsuitable Subgrade
From

Swan Engineering, Inc.
4470 Yankee Hill Rd, Ste 200, Rocklin, CA 95677
LN: 957747 Type: A-GENERAL ENGINEERING
Phone: (916) 474-5299 Fax: (916) 474-5139

Quote Number: 16123-11

Item	Description	Quantity	Unit	Unit Price	Total Price
Base Group					
01	Remove 12" Of Unsuitable Soil Below Subgrade	7,500.00	SQFT	3.2800	24,600.00
	- Additional excavation may be needed based on Wallace & Kuhl's recommendation.				
02	Place Fabric, Import AB, Place And Compact	7,500.00	SQFT	4.8300	36,225.00
Total:					60,825.00
Total For Base Group					60,825.00
Total:					60,825.00

√ = Locked Bid-Item

Subtotal Total Price

Estimator: Justin Swanson Mr.
For Job: COR#16123-11-Mitigate Unsuitable Subgrade



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4/03/2017

2:02PM

Swan Engineering, Inc.

Page 1 of 1

Summary for:

COR#16123-11-Mitigate Unsuitable Subgrade

	Total Cost	Markup %	Markup Amount	Totals With Markup Amount	% of Total
Permanent Material:	13,250.90	0.00	0.00	13,250.90	21.78
Owned Material:		0.00	0.00	0.00	0.00
Construction Material:		0.00	0.00	0.00	0.00
Labor:	18,412.16	0.00	0.00	18,412.16	30.27
Owned Equipment:	1,960.88	0.00	0.00	1,960.88	3.22
Rented Equipment:	6,173.36	0.00	0.00	6,173.36	10.15
Outside Trucking:	9,495.18	0.00	0.00	9,495.18	15.61
Other Costs:	3,000.00	0.00	0.00	3,000.00	4.93
Plugged Costs:	0.00			0.00	0.00
Subtotal Direct Job Cost:	52,292.48		0.00	52,292.48	85.96
Subcontractors:	0.00	0.00	0.00	0.00	0.00
Subcontractor Bonding:		0.00		0.00	0.00
Total Subcontractor Costs:				0.00	0.00
Joint Venture:	0.00	0.00	0.00	0.00	0.00
Joint Venture Bonding:		0.00		0.00	0.00
Total Joint Venture Costs:				0.00	0.00
Total Detail Costs:	52,292.48			52,292.48	85.96
		Markup %	Markup Amount / Totals		
Bid Expense:		0.00	0.00	0.00	0.00
G&A Expense:		0.00	0.00	0.00	0.00
Total Direct Costs:			52,292.48	85.96	
Indirect Costs:			0.00	0.00	
Total Costs:			52,292.48	85.96	
Profit:		0.00	0.00	0.00	
Cut/Add Total:			0.00	0.00	
Bonding:		0.0000	0.00	0.00	
Insurance:		1.00	608.36	1.00	
SubTotal:			52,900.84	86.96	
Overall Markup:		15.00	7,935.13	13.04	
Total Bid:			\$60,835.97	100.00	

Multiplication Factor: 16.33790

Subcon. Multiplication Factor: 0.00000

J V Multiplication Factor: 0.00000

Total Markup Amount: 7,935.13

Total Markup Percent: 13.04

Cash Generated: 8,741.81


% of Operating Expense: 33.96%

% Profitability: 15.23%

% Cash on Cost: 16.78%

Estimator: Justin Swanson Mr.

For Job: 16123-11 - COR#16123-11-Mitigate Unsuitable Subgrade


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4/03/2017
2:02PM

Swan Engineering, Inc.
Item Cost Detail
COR#16123-11-Mitigate Unsuitable Subgrade

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Base Group					
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Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
01	Remove 12" Of Unsuitable Soil Below Subgrade	7,500.00	SQFT	2.8162	21,121.28

1.1	Over-Excavate Unsuitable Soil	320.00	CY	35.8810	11,481.92
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Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
L Operator Foreman	DIRPWNPDI.00 /	2.00	DAY	904.0000	1,808.00
E 1 Ton GM Truck	SER	1.00 /	2.00 DAY	128.4800	256.96
L General Laborer Group 1	DIRPWNPDI.00 /	2.00	DAY	640.0000	1,280.00
E John Deere 317 Skid Str	SER	1.00 /	2.00 DAY	332.0000	664.00
L General Laborer Group 1	DIRPWNPDI.00 /	2.00	DAY	640.0000	1,280.00
E Skid Steer Sweeper Attachment	SER	1.00 /	2.00 DAY	259.4400	518.88
E TB-175 Takeuchi Mini Exc	SER	1.00 /	2.00 DAY	423.6000	847.20
L Excavator Up To 3.5 CY Group 3	DIRPWNPDI.00 /	2.00	DAY	856.0000	1,712.00
E Cat D-6 Dozer	SER	1.00 /	2.00 DAY	701.4400	1,402.88
L Dozer Operator Group3	DIRPWNPDI.00 /	2.00	DAY	856.0000	1,712.00

Prod. per Day: 160.00	Day Lgth: 8.00	Hrs Req: 16.00	Lbr Typ: Standard	Man. Hrs.: 80.00			
Work. Comp. SS	0.00%	Days Req: 2.00		Man Hrs Per CY 0.250000			
	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:		24.35	11.53				
Total Cost:		7,792.00	3,689.92				

1.2	Offhaul Additional CY	320.00	CY	30.1230	9,639.36
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Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
O Dump Fees Per Load	DIRPWNPDI.00 /	40.00	LD	75.0000	3,000.00
E Skip Loader CO	SER	1.00 /	2.00 DAY	481.6000	963.20
L Loader Over 3/4 CY Group 3	DIRPWNPDI.00 /	2.00	DAY	678.0800	1,356.16
T Ten Wheeler Per Hour	DIRPWNPDI.00 /	2.00	DAY	720.0000	4,320.00

Prod. per Day: 160.00	Day Lgth: 8.00	Hrs Req: 16.00	Lbr Typ: Standard	Man. Hrs.: 16.00		
Work. Comp. SS	0.00%	Days Req: 2.00		Man Hrs Per CY 0.050000		
<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:	4.24	3.01	9.38			13.50
Total Cost:	1,356.16	963.20	3,000.00			4,320.00

Estimator: Justin Swanson Mr.
For Job: 16123-11 - COR#16123-11-Mitigate Unsuitable Subgrade

(Crew/Assembly)

(Zero Total Cost Warning)



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4/03/2017
2:02PM

Swan Engineering, Inc.
Item Cost Detail
COR#16123-11-Mitigate Unsuitable Subgrade

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Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
02	Place Fabric, Import AB, Place And Compact	7,500.00	SQFT	4.1562	31,171.20

2.1	Install Fabric	7,500.00	SQFT	0.8264	6,198.10
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Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
M No-140 Mirifi	DIRPWNP	5.00	ROLL	716.1000	3,580.50
E Skip Loader CO	SER	1.00 /	1.00 DAY	481.6000	481.60
L Loader Over 3/4 CY Group 3	DIRPWNP	1.00 /	1.00 DAY	856.0000	856.00
L General Laborer Group 1	DIRPWNP	2.00 /	1.00 DAY	640.0000	1,280.00

Prod. per Day: 7,500.00	Day Lgth: 8.00	Hrs Req: 8.00	Lbr Typ: Standard		Man. Hrs.: 24.00		
Work. Comp. SS	0.00%	Days Req: 1.00	Man Hrs Per SQFT		0.003200		
	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:	0.48	0.28	0.06				
Total Cost:	3,580.50	2,136.00	481.60				

2.2	Import AB, Place, And Compact To Subgrade	575.00	TN	25.8184	14,845.58
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Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
M Class 2 Ab	DIRPWNP	575.02	TN	16.8175	9,670.40
T Transfer Per Ton	DIRPWNP	575.02	TN	9.0000	5,175.18

Prod. per Day:	Day Lgth: 8.00	Hrs Req:	Lbr Typ: Standard	Man. Hrs.:			
Work. Comp. SS	0.00%	Days Req:	Man Hrs Per TN	0.000000			
	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:	16.82						9.00
Total Cost:	9,670.40						5,175.18

2.3	Place & Compact	7,500.00	SQFT	1.3503	10,127.52
-----	-----------------	----------	------	--------	-----------

Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
E Skip Loader CO	SER	1.00 /	1.50 DAY	481.6000	722.40
L Loader Over 3/4 CY Group 3	DIRPWNP	1.00 /	1.50 DAY	856.0000	1,284.00
E Bowmag 48" Compactor	SER	1.00 /	1.50 DAY	327.2800	490.92
L Compactor Operator Group 3	DIRPWNP	1.00 /	1.50 DAY	856.0000	1,284.00
E Water Truck	SER	1.00 /	1.50 DAY	360.8800	541.32
L General Laborer Group 1	DIRPWNP	2.00 /	1.50 DAY	640.0000	1,920.00
L Operator Foreman	DIRPWNP	1.00 /	1.50 DAY	904.0000	1,356.00
E 1 Ton GM Truck	SER	1.00 /	1.50 DAY	128.4800	192.72

Estimator: Justin Swanson Mr.
For Job: 16123-11 - COR#16123-11-Mitigate Unsuitable Subgrade

(Crew/Assembly)

(Zero Total Cost Warning)



Generated by a SharpeSoft Product

4/03/2017
2:02PM

Swan Engineering, Inc.
Item Cost Detail
COR#16123-11-Mitigate Unsuitable Subgrade

Page 3 of 3

E Cat D-6 Dozer	SER	1.00 /	1.50 DAY	701.4400	1,052.16
L Dozer Operator Group3	DIRPWNPDI.00 /	1.50 DAY	856.0000	1,284.00	

Prod. per Day: 5,000.00	Day Lgth: 8.00	Hrs Req: 12.00	Lbr Typ: Standard	Man. Hrs.: 72.00			
Work. Comp. SS	0.00%	Days Req: 1.50	Man Hrs Per SQFT	0.009600			
Unit Cost:	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Total Cost:		0.95	0.40				
		7,128.00	2,999.52				

02	Place Fabric, Import AB, Place And Compact	7,500.00 SQFT	4.1562	31,171.20
----	--	---------------	--------	-----------

Unit Cost:	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Total Cost:	1.77	1.24	0.46				0.69
	13,250.90	9,264.00	3,481.12				5,175.18

Estimator: Justin Swanson Mr.
For Job: 16123-11 - COR#16123-11-Mitigate Unsuitable Subgrade

(Crew/Assembly)

(Zero Total Cost Warning)



Generated by a SharpeSoft Product

Unsuitable Soils at Amphitheater Seating -
Overexcavate unsuitable soils, install geotech
fabric and install AB

Page 1 of 1

Proposal for:

COR#16123-20-Mitigate Soils Under Amp Seats

From

Swan Engineering, Inc.

4470 Yankee Hill Rd, Ste 200, Rocklin, CA 95677

LN: 957747 Type: A-GENERAL ENGINEERING

Bid Date: 4/25/2017

Time: 5:00PM

Quote Number: 16123-20

Phone: (916) 474-5299

Fax: (916) 474-5139

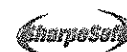
Item	Description	Quantity	Unit	Unit Price	Total Price
Base Group					
01	Remove 12" Of Unsuitable Soil Below Subgrade	1,311.00	SQFT	3.2800	4,300.08
02	Place Fabric, Import AB, Place And Compact	1,311.00	SQFT	4.8300	6,332.13
				Total:	10,632.21
Total For Base Group					10,632.21
				Total:	10,632.21

√ = Locked Bid-Item

I = Zero Total Price

Estimator: Justin Swanson Mr.

For Job: COR#16123-20-Mitigate Soils Under Amp Seats



Generated by a SharpeSoft Product

**TAKEHARA****landscape, inc.**

Contr. Lic. #284554

CHANGE ORDER

TO: **Andy Rolfs**
 DATE: **4/20/2017**
 RE: **Lincoln High School**

The following is a REQUEST for CHANGE ORDER for:
 RFI 65 - Replacing Damaged Root Barriers at 20 ea. Existing Trees

Description of Materials and Labor	Cost
Add Root Barrier Material w/ tax	\$ 1,740
Add Supervisor @ 16 hours = 16 x \$75 =	\$ 1,200
Add 3 ea. Laborers @ 16 hours ea. = 48 x \$55 =	\$ 2,640
SUBTOTAL	\$ 5,580
15% Overhead	\$ 837
TOTAL	\$ 6,417

Please issue a formal change order for the pricing above.

If you have any questions, please contact me.

Thank you,

Craig Kalani Kanya, Estimating

Temp Toilet and Storage
Container Rental Charges Page: 1

United Site Services of California, Inc.



Customer Service: 1-800-864-5387

INVOICE

Customer ID: USS-19056
 Invoice No: 114-5146101
 Terms: Due Upon Receipt
 P.O. No:
 Our Order No: 0-1000334
 Invoice Date: 03/31/17

Bill FLINT BUILDERS INC
 To: 401 DEREK PL
 ROSEVILLE, CA 95678

FLINT BUILDERS, INC.

Ship FLINT BUILDERS INC
 To: LINCOLN HIGH SCHOOL PHASE 1
 790 J ST
 LINCOLN, CA 95648

APR 14 2017

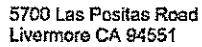
RECEIVED

Item / Description	Quantity	Term	From / Thru	Unit Price	Total Price
STD Standard Restroom	7 Each	1	03/29/17 04/25/17	10.00	70.00
REG-STD Weekly Service	7 Each	1	03/29/17 04/25/17	55.00	385.00
CT Containment Trays	7 Each	1	03/29/17 04/25/17	10.00	70.00
2SS 2 Station Sink	4 Each	1	03/29/17 04/25/17	10.00	40.00
REG-2SS Weekly Service	4 Each	1	03/29/17 04/25/17	55.00	220.00
HT250 250 Gal Holding Tank	1 Each	1	03/29/17 04/25/17	10.00	10.00
REG-HT250 Weekly Service	1 Each	1	03/29/17 04/25/17	165.00	165.00
EEC Environment/Energy/Compliance					143.05

Extended rental charges for temp toilets and storage containers at the track due to CCD 7 Track Changes, Rain and Unsuitable Soils

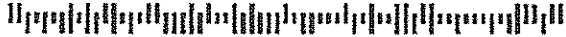
Toilets (3 Toilets + 1 Sink): 4 Units x 3 Months x \$140/Month = \$1680

Storage Containers : 4 Units x 3 Months x \$80/Month = \$960



APR 13 2017

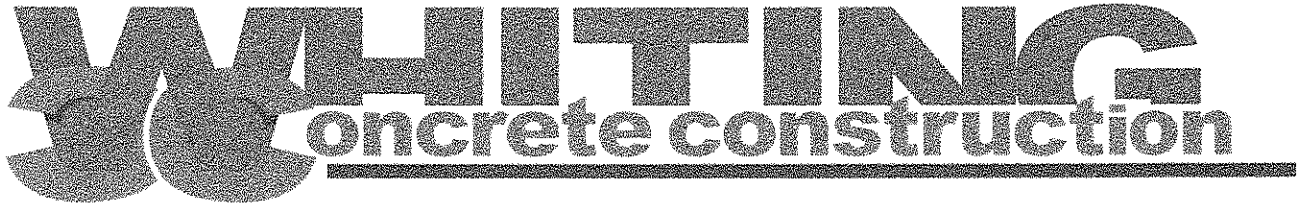
12185 1 AB 0.403 E0375X 10635 D2379573715 S2 P4142981 0001:0002



ACCOUNT NO	INVOICE NO	INVOICE DATE
R1010605	1289145	09-APR-2017
TERMS		CONTRACT
NET DUE UPON RECEIPT		210032019
CUSTOMER PO		
PO#1629		
Customer Name		
FLINT BUILDERS		
REMIT TO		
Mobile Modular Portable Storage P.O. Box 45043 San Francisco CA 94145-5043		
Questions about this invoice?		
Contact Name: Carina Docena		
Email: carina.docena@mgrc.com		
Phone: 925-273-9777		
Fax: 925-453-3203		
For Returns, Service or Other Inquiries: 925-453-3102		

Item & Description	Tax	Charge
Site Location: 790 J STREET , Lincoln, CA 95648 Project Name: LINCOLN HIGH SCHOOL Container, 8x20 Storage (Item1826) (Bldg ID # 46893 / E-Code 723154)		
Rent 04/09/2017 to 05/08/2017	Y	80.00
<div style="border: 1px solid black; width: 100%; height: 150px; margin: 10px 0;"></div>		
Pre-Tax Total: \$80.00	Personal Property Expense: \$2.80	Total Tax: \$6.00
		Remit Total: \$88.80

Thank you for the opportunity to serve you. We appreciate your business.



CL# 744156

April 21, 2017

Flint Builders
 401 Derek Place
 Roseville, CA 95678
 PH: 916-757-1000

Change Order Request #16
 VIA EMAIL: Ckinsman@flintbuilders.com

Attention: Craig Kinsman

Project: Lincoln High School – Lean Mix @ spread footings

Dear: Craig

The following is a revised breakdown of additive costs associated with extra work to be performed at the above-referenced project.

Description	Qty	Unit	Material	Labor	Equip	Sub	Total
Lean mix	23	CY	\$2,300	\$2,304	\$1,000	\$1,800	\$7,404
Off- haul	23	CY	\$0	\$0	\$325	\$750	\$1,075
Truck & small tools	1	DAY	\$0	\$0	\$175	\$0	\$175
							=====
					Subtotal		\$8,654
					Mark-up	15%	\$1,298
							=====
					TOTAL		\$9,952

Please issue an additive change order in the amount of \$9,952. If you should have any questions, please do not hesitate to contact me.

Sincerely,
 WHITING CONCRETE CONSTRUCTION

Accepted By:
 Flint Builders

A handwritten signature in black ink, appearing to read "Timothy R. Whiting".

 Timothy R. Whiting
 President

 Signature/Date

TRW
 C:\Whiting Construction, Inc.\16-029COR#16.doc

Whiting Construction, Inc. P.O. Box 887, Rancho Murieta, CA 95683
 (916) 354-2756 office (916) 354-2037 fax

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Memorandum of Understanding
between California School Employees
Association Chapter #741 and the Western
Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

ENCLOSURES:

MOU

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and California School Employees Association Chapter #741 approve of this memorandum of understanding (MOU). This MOU is for personal necessity leaves classified employees in the Transportation Department.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreement between Western Placer Unified and California School Employees Association Chapter #741

MEMORANDUM OF UNDERSTANDING
Between the
WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD)
And the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION:
CHAPTER #741

March 15, 2017

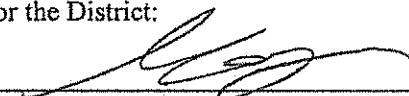
WHEREAS, WPUSD and CSEA Chapter #741 agree that the District's classified employees (unit members) are entitled to leaves as classified employees for the District under their job classifications.

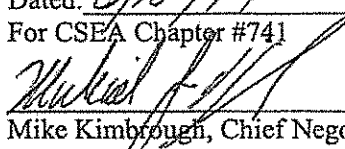
WHEREAS, WPUSD wishes to provide appropriate leaves to its employees. Leaves are currently governed by Article V of the collective bargaining agreement.

WHEREAS, WPUSD and CSEA Chapter #741 have had previous discussions regarding this topic. Chapter #741 and WPUSD both desire to memorialize decisions regarding bus drivers and their use of personal necessity leave.

NOW, THEREFORE WPUSD AND CSEA Chapter #741 AGREE AS FOLLOWS:

1. Effective March 15, 2017, classified unit members working in Transportation who work as Bus Drivers will have the ability to use personal necessity leave in increments of no less than one (1) hour
2. This MOU does not set any precedence for any type of leaves for Bus Drivers or for other classifications of classified employees
3. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.
4. This MOU shall be governed by and controlled in accordance with the laws of the State of California.
5. The MOU is contingent and shall become effective upon approval by the California Schools Employee Association Chapter #741 as evidenced by the signature of the CSEA Chapter and WPUSD designees below.

Dated: 3/15/17
For the District:

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

Dated: 3/15/17
For CSEA Chapter #741

Mike Kimbrough, Chief Negotiator

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approve Resolution #16/17.29 Authorizing the Issuance of 2017 Tax and Revenue Anticipation Notes and Requesting the Board of Supervisors of Placer County to Issue Said Notes

AGENDA ITEM AREA:

Action

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent - Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund Cash

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Tax Revenue Anticipation Notes (TRANS) are used as a financing tool to mitigate cash flow deficits. The notes are issued at a tax-exempt interest rate, which is substantially lower than normal bank loans. The proceeds may then be reinvested with the Placer County Treasurer or in a Guaranteed Investments Contract (GIC) at a higher rate of interest.

The district's cash flow projections reflect potential cash deficits during the 2017-18 school year due to the scheduled apportionment payments of property taxes from Placer County as reflected on the projected cashflow at Second Interim reporting (Attachment A). The TRANS will not exceed \$15,000,000 and will be calculated to be the amount needed to carry the District until property tax revenues and state deferrals are received. When the cash from TRANS is not needed to cover the deficit, it remains invested at the higher interest rate.

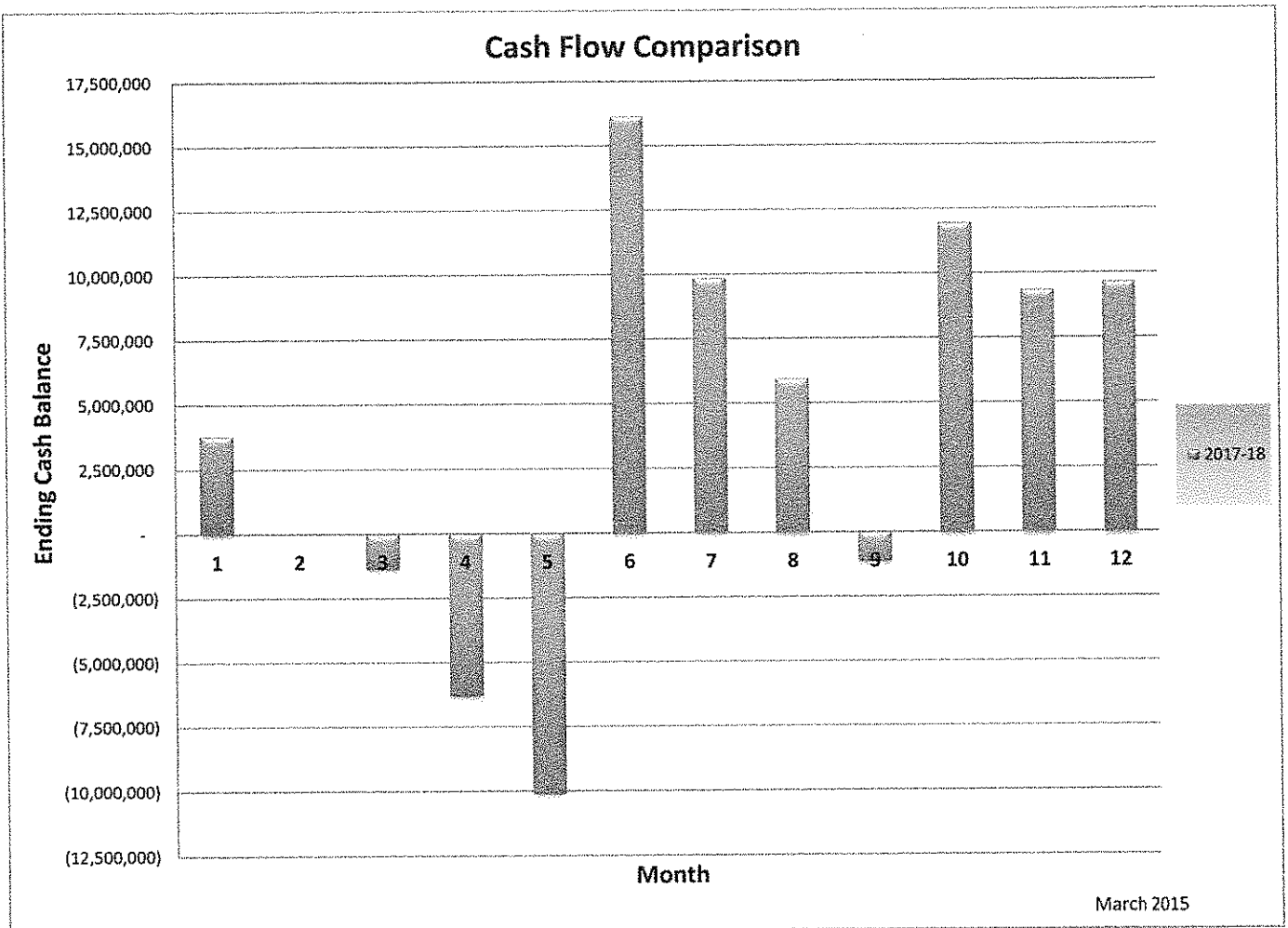
The Resolution (Attachment B) authorizes the issuance of a TRANS for the 2016-17 fiscal year and requests the Placer County Board of Supervisors the issue TRANS notes. Also included in the item is the draft Note Purchase Agreement (Attachment C) with the District and Placer County

RECOMMENDATION:

Staff recommends the Board of Trustees adopt the Resolution #16/17.29 to authorize participation in the 2017 TRANS process.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

Attachment A



WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 16/17.29

**RESOLUTION OF THE BOARD OF TRUSTEES OF WESTERN PLACER
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2017
TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT
AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER
COUNTY TO ISSUE SAID NOTES**

WHEREAS, pursuant to section 53850 *et seq.* of the Government Code of the State of California (the "Act") contained in Article 7.6, Chapter 4, Part 1, Division 2, Title 5 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Western Placer Unified School District (the "District") may borrow money by issuing notes for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the District; and

WHEREAS, section 53853 of the Act provides that such notes must be issued in the name of a school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over said district, as soon as possible following the receipt of a resolution of the governing board of the district requesting the borrowing; and

WHEREAS, this Board of Trustees (the "District Board"), being the governing board of the District, hereby requests the borrowing of not to exceed \$15,000,000 at an interest rate not to exceed seven percent (7%), through the issuance by the Board of Supervisors (the "County Board") of the County of Placer (the "County") of 2017 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

WHEREAS, pursuant to federal tax restrictions, such Notes shall be payable no more than thirteen (13) months after their date of delivery which is during the fiscal year succeeding the fiscal year 2017-18 in which such Notes were issued and pursuant to section 53854 of the Act, such Notes shall be payable only from revenue received or accrued during the fiscal year 2017-18 in which issued; and

WHEREAS, pursuant to section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys of the District, including moneys deposited in inactive or term deposits, (but excepting certain moneys encumbered for a special purpose); and this Resolution specifies that certain unrestricted revenues which will be received by the District for the general fund of the District during or allocable to fiscal year 2017-18 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts or other moneys of the District pledged for

the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000, or integral multiples thereof, as permitted by section 53854 of the Act; shall be issued on the date designated by the County Board therefor, as permitted by section 53853 of the Act; and shall be in the form and executed in the manner prescribed in this Resolution, as required by section 53853 of the Act; and

WHEREAS, the District Board has found and determined that said \$15,000,000 maximum principal amount of Notes to be issued by the County Board in fiscal year 2017-18, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by section 53858 of the Act; and

WHEREAS, the Notes will not be outstanding after a period ending thirteen months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury promulgated under section 148 of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, the Board of Trustees of the Western Placer Unified School District hereby resolves as follows:

Section 1. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The District Board hereby requests the County Board to issue in the name of the District, an amount not to exceed \$15,000,000 principal amount of Notes pursuant to sections 53850 *et seq.* of the Act, designated "Western Placer Unified School District, County of Placer, State of California, 2017 Tax and Revenue Anticipation Notes" (the "Notes"); to be numbered from 1 consecutively upward in order of issuance (if more than one Note is registered); to be in the denominations of \$5,000, or integral multiples thereof, as determined by the purchaser thereof; to be dated the date of delivery thereof; to mature (without option of prior redemption) within thirteen (13) months of the dated date; and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of seven percent (7%) per annum; provided that if the Notes will mature more than twelve (12) months after the date of issuance thereof, an additional interest payment date on or before the one year anniversary of the issuance of the Notes shall be selected, such selection to be conclusively evidenced by the execution of the Notes. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the office of Treasurer-Tax Collector of the County or such other paying agent as the District or County may appoint (the "Paying Agent") which is hereby designated to be the paying agent on the Notes or such other Paying Agent as the County and District may designate. This District Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable.

Section 2. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in the resolution of the County approving the Notes, the blanks in said form to be filled in with appropriate words and figures as authorized herein and in the resolution of the County. The Notes shall be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and shall be evidenced by one note in the full principal amount of the Notes. There shall accompany the Notes, the legal opinion of Quint & Thimmig LLP respecting the validity of said Notes.

Section 3. Deposit of Note Proceeds. The moneys so borrowed shall be deposited in the general fund of the District or in a fund held by the Paying Agent on behalf of the District. Moneys in such funds held by the Paying Agent may be invested as authorized by Section 9 herein.

Section 4. Payment of Notes.

(a) *Source of Payment.* The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2017-18 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(b) *Pledged Revenues.* The Notes shall be obligations of the District and shall be secured by a pledge of and first lien and charge against the first "unrestricted moneys," as hereinafter defined, to be received by the County on behalf of the District in such months and in such amounts as shall be determined by the President (or the President's designee) prior to the date of sale of the Notes, sufficient to pay the principal of and interest on the Notes through the maturity date thereof (the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(c) *Covenant Regarding Additional Short-term Borrowing.* The District hereby covenants and warrants that it will not request the County of Placer Treasurer-Tax Collector (the "Treasurer") to make temporary transfers of funds in the custody of the Treasurer to meet any obligations of the District during the 2017-18 fiscal year pursuant to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

(d) *Deposit of Pledged Revenues in Repayment Fund.* The Pledged Revenues shall be deposited with and held by the Paying Agent in a special fund designated as the "Western Placer Unified School District, County of Placer, State of California, 2017 Tax and Revenue Anticipation Notes Repayment Fund" (herein called the "Repayment Fund") and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(e) *Disbursement and Investment of Moneys in Repayment Fund.* From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund shall be invested pursuant to Section 9 of this Resolution.

Section 5. Execution of Notes. The District hereby requests the County Chairperson (the "Chairperson") and the Treasurer, or a designee thereof, sign the Notes manually or by facsimile signature and the Clerk of the County Board (the "Clerk") countersign the Notes by use of his or her manual or facsimile signature, and said Clerk is hereby requested to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby requested to cause the blank spaces thereof to be filled in as may be appropriate. The Notes shall not be valid, unless and until the authenticating agent selected by the District and the Treasurer shall have manually authenticated such Notes.

Section 6. Appointment of Bond Counsel and Financial Advisor. Quint & Thimmig LLP is hereby appointed as bond counsel and disclosure counsel to the District in connection with the issuance of the Notes. Capitol Public Finance Group, LLC is hereby appointed as the financial advisor to the District in connection with the issuance of the Notes (the "Financial Advisor").

Section 7. Official Statement. The District Board hereby approves a preliminary official statement describing the financing, in the form presented to this meeting, together with any changes therein or additions thereto deemed advisable by the President, or any designee thereof. The District Board authorizes and directs the President, or any designee thereof, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Notes.

The Financial Advisor, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to such persons as may be interested in purchasing the Notes therein offered for sale.

The President, or any designee thereof, is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the Notes, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Notes, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Notes, and does not, as of the date of delivery of the Notes, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. The President, or any designee thereof, shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by the President, or any designee thereof, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Notes.

Section 8. Sale of the Notes. The Notes shall be sold to the purchaser at a negotiated sale through a competitive process conducted by the Financial Advisor appointed herein. The form of Note Purchase Agreement for the Notes (the "Note Purchase Agreement"), in the form presented to this meeting, is hereby approved. The Chairperson or the Treasurer, or a designee thereof, is hereby requested to execute and deliver the Note Purchase Agreement, and the President, or any designee thereof, is hereby authorized and requested to acknowledge such Note Purchase Agreement, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Chairperson or the Treasurer, or a designee thereof, may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed seven percent (7%) per annum and that the discount not exceed 1% of the par amount of the Notes. The President, or any designee thereof, is further authorized to determine the maximum principal amount of Notes to be specified in the Note Purchase Agreement for sale by the County Board, not to exceed \$15,000,000 and to enter into and execute the Note Purchase Agreement with the purchaser, if the conditions set forth in this Resolution are satisfied.

Section 9. Delivery of Notes. The proper officers of the County Board are hereby requested to deliver the Notes to the purchaser thereof. All actions heretofore taken by the officers and agents of the District Board with respect to the Notes are hereby approved, confirmed and ratified, and the officers of the District Board are hereby authorized and directed to do any and all things and take any and all actions which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and resolutions hereafter adopted by the County Board.

Section 10. Authorization to Invest in Investment Agreement and LAIF. Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested at the Treasurer's

discretion pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District. Pursuant to section 53601(1) of the Government Code of the State of California, the following are also hereby designated as additional authorized investments for the proceeds of the Notes and for the moneys in the Repayment Fund: (i) a guaranteed investment agreement meeting the requirements of each rating agency then rating the Notes necessary to maintain the current rating on the Notes and (ii) the Local Agency Investment Fund administered by the State of California. Investments of moneys in the Repayment Fund shall not have a maturity date later than the maturity date of the Notes.

Section 11. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Noncompliance with this Section shall not result in acceleration of the Notes.

Section 12. Tax Covenants

(a) *Private Activity Bond Limitation.* The District shall assure that the proceeds of the Notes are not so used as to cause the Notes to satisfy the private business tests of section 141(b) of the Code (as hereinafter defined) or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition.* The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Notes to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement.* The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Notes.

(d) *No Arbitrage.* The District shall not take, or permit or suffer to be taken any action with respect to the proceeds of the Notes which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Notes would have caused the Notes to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Notes from the gross income of the registered owners of the Notes to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Notes.

For purposes of this Section 8, the term "Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Notes or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Notes, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Section 13. Covenants and Warranties. It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District, its appropriate officials and the District Board, have duly taken, or will take, all proceedings necessary to be taken by them for the levy, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Notes.

Section 14. Transmittal of Resolution. The Secretary of this Board is hereby directed to send an original certified copy of this Resolution to the County Board, the Treasurer and the County President of Schools.

Section 15. Recitals. All the recitals in this Resolution above are true and correct and this District Board so finds, determines and represents.

Section 16. Other Actions. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the District are hereby authorized and directed, for and in the name and on behalf of this District, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with, and to carry out the intent of, this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District this 2nd day of May, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL
DISTRICT

By _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

\$ _____
**WESTERN PLACER UNIFIED SCHOOL DISTRICT
2017 TAX AND REVENUE ANTICIPATION NOTES**

NOTE PURCHASE AGREEMENT

June 20, 2017

Ms. Jenine Windeshausen
Treasurer-Tax Collector
County of Placer
2976 Richardson Drive
Auburn, California 95603

Dear Ms. Windeshausen:

The undersigned (the "Underwriter") offers to enter into this agreement with the County of Placer, California (the "County") that, upon the County's acceptance hereof, will be binding upon the County and upon the Underwriter. This offer is made subject to the written acceptance of this Note Purchase Agreement by the County and the delivery of such acceptance to the Underwriter at or prior to 5:00 P.M. California time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby purchases from the County for reoffering to the public, and the County hereby sells to the Underwriter for such purpose, all (but not less than all) of \$_____ aggregate principal amount of Western Placer Unified School District, County of Placer, California (the "District") 2017 Tax and Revenue Anticipation Notes, dated July 6, 2017, and due June 30, 2018 (the "Notes"), bearing interest at ____% per annum and for the purchase price of \$_____ (equal to the principal amount of the Notes of \$_____, plus a premium of \$_____, less an Underwriter's discount of \$_____). The reoffering yield of the Notes is 0.____% (reoffering price is 100.____%).

The County hereby acknowledges and agrees that (a) the purchase and sale of the Notes (hereinafter defined) pursuant to this Note Purchase Agreement is an arm's-length commercial transaction between the County and the Underwriter, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the County or the District, (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the County or the District with respect to the offering and sale of the Notes contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the County or the District on other matters) and the Underwriter has no obligation to the County or the District with respect to the offering and sale of the Notes contemplated hereby except the obligations expressly set forth in this Note Purchase Agreement, (d) the Underwriter has financial and other interests that differ from those of the County and the District, and (e) the County and the District have consulted their own legal, financial and other advisors

to the extent they have deemed appropriate in connection with the issuance of the Notes and the other matters contemplated by this Note Purchase Agreement.

2. The Notes shall be as described in the resolution adopted by the District on May 2, 2017, and in the resolution adopted by the County on May 30, 2017, authorizing the issuance of the Notes (collectively, the "Resolution"), and shall be issued under the provisions of the Constitution and laws of the State of California (the "State").

3. Within seven business days hereof, the District shall deliver to the Underwriter an Official Statement of the District relating to the Notes (which, together with all appendices thereto and with such changes therein and supplements thereto that are consented to in writing by the Underwriter, is herein called the "Official Statement"), in a form satisfactory to the Underwriter and duly executed by the District, which the District deems final as of its date. The District has authorized the use and reproduction of the Official Statement in connection with the offering and sale of the Notes by the Underwriter. The District also has approved of the use and reproduction by the Underwriter prior to the date of the Official Statement of a preliminary official statement, dated June 20, 2017, relating to the Notes (which, together with all appendices thereto, is herein called the "Preliminary Official Statement") in connection with the offering of the Notes.

4. The Underwriter agrees to make a bona fide public offering of all the Notes at the initial public offering price as set forth on the cover page of the Official Statement. Subsequent to such initial public offering the Underwriter reserves the right to change the public offering price as it may deem necessary in connection with the marketing of the Notes.

5. No later than 10:00 A.M., California time, on July 6, 2017, or at such other time or on such later business day as shall have been mutually agreed upon by the District and the Underwriter (the "Closing"), the District will deliver to the Underwriter at the offices of The Depository Trust Company ("DTC"), or at such other place as the District and the Underwriter may mutually agree, the Notes in definitive form duly executed, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price as set forth in paragraph 1 hereof by wire in "Federal Reserve Funds" (same day funds) to the Treasurer-Tax Collector of the County, as paying agent (the "Paying Agent"), or upon the written order of the District. The Notes shall be delivered to DTC for the account of the Underwriter in New York, New York (or at such other place as the Underwriter and the District mutually agree) in typewritten form, bearing a CUSIP number, duly executed by the County and authenticated by the Paying Agent.

6. The District represents and warrants to the Underwriter and the County that:

(a) The District is a school district organized and validly existing under the laws of the State, including the State Constitution, with all right and power to sell the Notes as of the date hereof and to hereafter issue the Notes and to execute, deliver and perform its obligations under this Note Purchase Agreement and the Resolution.

(b) (i) At or prior to the Closing the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations under the Resolution, (ii) the District has, and at the date of the Closing will continue to have, full legal right, power and authority to enter into this Note Purchase Agreement and, at the date of the Closing will have full legal right, power and authority to issue and deliver the Notes to the Underwriter and to perform its obligations as provided in the Resolution and this Note Purchase Agreement; at or prior to the Closing the execution and delivery of, and the performance by the District of its obligations contained in this Note Purchase Agreement shall have been duly authorized; (iii) this Note Purchase Agreement has been duly executed and delivered

and constitutes a valid and legally binding obligation of the District; and (iv) the District has duly authorized the consummation by it of all transactions contemplated by this Note Purchase Agreement.

(c) The Notes shall be secured as to the payment of principal and interest from the revenues and in the manner as described in the Resolution and the Official Statement. All of the Notes shall be general obligations of the District, and, to the extent not paid from the revenues pledged thereto, they shall be paid from any other moneys of the District lawfully available therefor.

(d) The District selected the Underwriter at the recommendation of Capitol Public Finance Group, LLC.

(e) There are no present conditions or determinations of which the District is aware that will prevent the receipt of and application by the District of the revenues pledged to pay the Notes.

(f) The performance of this Note Purchase Agreement, the performance of the District's obligations under its resolution and compliance with the provisions hereof and thereof by the District, do not and will not conflict with or constitute on the part of the District a breach of, or a default under, any existing law, ordinance, regulation, decree, order or resolution, or (to the best knowledge of the District, after due investigation) any agreement, indenture, mortgage, lease or other instrument, to which the District is subject or by which it is bound.

(g) All authorizations, consents or approvals of, or filings or registrations, if any, with any Governmental Authority or court necessary for the valid issuance by the District of, and performance by the District of its obligations under, the Notes will have been duly obtained or made prior to the issuance of the Notes (and disclosed to the Underwriter). As used herein, the term "Governmental Authority" refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation.

(h) As of the time of acceptance hereof and as of the Closing no action, suit, proceeding or investigation is pending or (to the best knowledge of the District) threatened against the District or (to the best knowledge of the District, no independent investigation having been made) any other person in any court or before any Governmental Authority seeking to restrain or enjoin the issuance or delivery of any of the Notes or in any way contesting or affecting the validity of the Resolution, the Notes, this Note Purchase Agreement, or the receipt or application of the revenues pledged to pay the Notes or the payment of principal of and interest on the Notes, or contesting the powers of the District to issue the Notes.

(i) Any certificate signed by any official or other representative of the District and delivered to the Underwriter pursuant to this Note Purchase Agreement shall be deemed a representation and warranty by the District to the Underwriter as to the statements therein made.

7. The County represents and warrants to the Underwriter that:

(a) The County is validly existing under the laws of the State, including the State Constitution, with all right and power to sell the Notes as of the date hereof and to hereafter issue the Notes and to execute, deliver and perform its obligations under this Note Purchase Agreement and the Resolution.

(b) (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obliga-

tions under the Resolution, (ii) the County has, and at the date of the Closing will continue to have, full legal right, power and authority to enter into this Note Purchase Agreement and, at the date of the Closing will have full legal right, power and authority to issue and deliver the Notes to the Underwriter and to perform its obligations as provided in the Resolution and this Note Purchase Agreement; at or prior to the Closing the execution and delivery of, and the performance by the County of its obligations contained in this Note Purchase Agreement shall have been duly authorized; (iii) this Note Purchase Agreement has been duly executed and delivered and constitutes a valid and legally binding obligation of the County; and (iv) the County has duly authorized the consummation by it of all transactions contemplated by this Note Purchase Agreement.

(c) The Notes shall be secured as to the payment of principal and interest from the revenues and in the manner as described in the Resolution and the Official Statement. All of the Notes shall be general obligations of the District, and, to the extent not paid from the revenues pledged thereto, they shall be paid from any other moneys of the District lawfully available therefor and are not payable from County moneys.

(d) The County agrees that it will not issue any additional notes for the District secured by the revenues pledged to pay the Notes without the consent of the Underwriter.

(e) There are no present conditions or determinations of which the County is aware that will prevent the receipt of and application by the County or the District of the revenues pledged to pay the Notes.

(f) The performance of this Note Purchase Agreement, the performance of the District's obligations under its resolution and compliance with the provisions hereof and thereof by the County, do not and will not conflict with or constitute on the part of the County a breach of, or a default under, any existing law, ordinance, regulation, decree, order or resolution, or (to the best knowledge of the County, after due investigation) any agreement, indenture, mortgage, lease or other instrument, to which the County is subject or by which it is bound.

(g) All authorizations, consents or approvals of, or filings or registrations, if any, with any Governmental Authority or court necessary for the valid issuance by the County of, and performance by the County of its obligations with respect to, the Notes will have been duly obtained or made prior to the issuance of the Notes (and disclosed to the Underwriter).

(h) As of the time of acceptance hereof and as of the Closing no action, suit, proceeding or investigation is pending or (to the best knowledge of the County) threatened against the County or (to the best knowledge of the County, no independent investigation having been made) any other person in any court or before any Governmental Authority seeking to restrain or enjoin the issuance or delivery of any of the Notes or in any way contesting or affecting the validity of the Resolution, the Notes, this Note Purchase Agreement, or the receipt or application of the revenues pledged to pay the Notes or the payment of principal of and interest on the Notes, or contesting the powers of the District to issue the Notes.

(i) Any certificate signed by any official or other representative of the County and delivered to the Underwriter pursuant to this Note Purchase Agreement shall be deemed a representation and warranty by the County to the Underwriter as to the statements therein made.

8. The Underwriter has entered into this Note Purchase Agreement in reliance upon the representations and warranties of the District contained herein, the Resolution, and the performance by the District of its obligations hereunder, as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Note Purchase Agreement are and shall be subject to the following further conditions as of the Closing:

(a) The representations and warranties of the County contained herein shall not be materially inaccurate at the date hereof and at and as of the Closing as if made as of the Closing and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall not be materially inaccurate at the Closing; and the County shall be in compliance with each of the agreements made by it in this Note Purchase Agreement (unless such agreements are waived by the Underwriter).

(b) At the time of the Closing this Note Purchase Agreement shall be in full force and effect; the Resolution and this Note Purchase Agreement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; all actions that, in the opinion of Quint & Thimmig LLP, Larkspur, California ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and the County shall perform or has performed all of its obligations required under or specified in the Resolution or this Note Purchase Agreement to be performed at or prior to the Closing.

(c) The provisions of law governing the payment of the revenues pledged to pay the Notes shall be in full force and effect and shall not have been amended in any respect that would materially adversely affect the prospects that such revenues will be received in the amounts and by the respective dates indicated in the Resolution and the Official Statement.

(d) Except as disclosed in the Official Statement, no decision, ruling or finding shall have been entered by any court or Governmental Authority since the date of this Note Purchase Agreement (and not reversed on appeal or otherwise set aside) (i) that has any of the effects described in Section 6(h), or (ii) that declares this Note Purchase Agreement to be invalid or unenforceable in whole or in material part.

(e) In recognition of the desire of the County and the Underwriter to effect a successful public offering of the Notes, and in view of the potential adverse impact of any of the following events on a public offering, the Underwriter shall have the right to cancel its obligations to acquire the Notes, by written notice from the Underwriter to the District, if between the date hereof and the Closing: (i) the Official Statement shall have been amended, modified or supplemented without the consent in writing of the Underwriter, unless such consent was unreasonably withheld or (ii) any event shall occur that, in the reasonable professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading; or (iii) the market for the Notes or the ability of the Underwriter to enforce contracts for the sale of the Notes shall have been materially and adversely affected, in the reasonable professional judgment of the Underwriter, by (A) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which legislation has been referred for consideration, or a decision rendered by a court of the United States or by the United States Tax Court, or a ruling order, official statement, or regulation (final, temporary or proposed) made by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal taxation upon interest received on obligations of the general character of the Notes or that would have the effect of changing, directly or indirectly, the Federal income tax consequences of interest on obligations of the general character of the Notes in the hands of the holders thereof, or (B) any new outbreak of hostilities or other national or international calamity, crisis or default being such as would cause a major disruption in the municipal bond market, or (C) a general suspension of trading on the New York Stock Exchange, or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on the New York Stock Exchange, whether by vir-

tue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other Governmental Authority having jurisdiction, or (D) a general banking moratorium declared by either Federal or State authorities having jurisdiction, or (E) any action, suit, proceeding or investigation described in Section 6(h) hereof or any decision described in Section 8(d) hereof.

(f) At or prior to the Closing, the Underwriter shall receive the following documents each dated the date of the Closing:

(i) Unqualified approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Notes.

(ii) A certificate of the County, executed on its behalf by its Treasurer-Tax Collector, in a form acceptable to Bond Counsel.

(iii) An arbitrage and use of proceeds certificate, satisfactory in form and substance to Bond Counsel.

(iv) Signature and No Litigation Certificates executed by applicable officers of the District.

(v) Evidence of any rating on the Notes.

(vi) A copy of the Blanket Letter of Representations with DTC, duly executed by the applicable officer of the District.

(vii) The Continuing Disclosure Certificate executed by the applicable officer of the District, as described in Section 13 hereof.

(viii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the District with legal requirements, the accuracy, as of the time of Closing of the District's representations herein contained and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the County shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Note Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Note Purchase Agreement, this Note Purchase Agreement shall terminate and neither the County nor the Underwriter shall have any further obligation hereunder, except that the obligations of the Underwriter and the District, to pay certain expenses as provided in Section 10 herein shall continue in full force and effect.

9. The performance by the County of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the County and the Underwriter of opinions and certificates required to be delivered at the Closing.

10. Whether or not the Notes are issued as contemplated by this Note Purchase Agreement, neither the County nor the Underwriter shall be under any obligation to pay and the District shall pay, all expenses incident to the performance of the District's obligations, including but not limited to (i) the fees and disbursements of the accountants, financial advisers and any other experts, consultants or advisers to the District and retained on such basis by the District; (ii) the fees of the Paying Agent (as defined in the Resolution) and of any rating agencies rating the Notes; (iii) the cost of preparation and reproduction of the Preliminary Official Statement,

the final Official Statement, any amendment or supplement to the Preliminary Official Statement or the final Official Statement, and the cost of printing the Notes; (iv) the fees and disbursements of Bond Counsel; and (v) any other expenses and costs of the County and the District incident to the performance of their obligations in connection with the authorization, issuance and sale of the Notes to the Underwriter.

The Underwriter shall pay (i) the fees of the California Debt and Investment Advisory Commission; and (ii) other expenses incurred by it in connection with the offering and distribution of the Notes.

11. Any notice or other communication to be given to the County under this Note Purchase Agreement may be given by delivering the same in writing to the County Treasurer-Tax Collector, or to such other person as they may designate in writing, and any notice or other communication to be given to the Underwriter under this Note Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing to _____.

12. This Note Purchase Agreement when accepted by the County in writing as heretofore specified shall constitute the entire agreement between the County and the Underwriter and is made solely for the benefit of the County and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

13. The District will undertake, pursuant to a Continuing Disclosure Certificate, substantially in the form reviewed by the Underwriter as of the date hereof, to provide notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and the Official Statement. Unless the District is otherwise notified in writing by the Underwriter on or prior to the Closing, the "end of the underwriting period" for the Notes for all purposes of Rule 15c2-12 under the Securities and Exchange Act of 1934, is the Closing. In the event such notice is given in writing by the Underwriter, the Underwriter agrees to notify the District in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12 for the Notes.

14. This Note Purchase Agreement shall be construed and enforceable in accordance with the laws of the State of California.

15. This Note Purchase Agreement may be executed simultaneously in several counterparts each of which shall be an original and all of which constitute but one and the same instrument.

Very truly yours,

_____, as Underwriter

By _____
Authorized Officer

ACCEPTED:

COUNTY OF PLACER

By _____
Treasurer-Tax Collector

ACKNOWLEDGED:

WESTERN PLACER UNIFIED SCHOOL
DISTRICT

By _____
Superintendent

**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:

Amendment to John Adams Charter

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

District Office

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

John Adams Lincoln has requested amendments to their approved charter with the district. The attached amendments include changing the admission criteria and making instructional minutes equal or greater than State law. This item agenzized a discussion item, but action was added as an option should the Board choose to take action.

RECOMMENDATION:

Discuss the changes and give administration direction or act on the changes.

ELEMENT H: ADMISSION REQUIREMENTS

Governing Law: Admission requirements, if applicable. Education Code Section 47605(b)(5)(H).

The Academy will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). The Academy will comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

The Academy shall require scholars who wish to attend the Academy to complete an application form. After admission, scholars will be required to submit an enrollment packet, which shall include the following:

- Completion of a scholar registration form;
- Proof of Immunization;
- Home Language Survey;
- Completion of Emergency Medical Information Form;
- Proof of minimum and maximum age requirements, e.g. birth certificate;
- Execution of a master agreement as required by independent study law if the scholar will be participating in independent study.

All scholars who wish to attend the Academy shall be admitted, subject only to capacity at each grade level. Admission to the Academy shall not be determined by the place of residence of the scholar or his or her parent in the State, except as provided in Education Code Section 47605(d)(2). No test or assessment shall be administered to scholars prior to acceptance and enrollment into the Academy. The Academy shall conduct outreach efforts as noted in Element G of this charter petition to ensure the Academy is equally accessible to low achieving and economically disadvantaged scholars and to encourage the enrollment of such scholars.

Public Random Drawing

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Academy will hold a public random drawing to determine admission for the impacted grade level, with the exception of existing scholars, who are guaranteed admission in the following school year. Admission preferences in the case of a public random drawing shall be given to the following scholars in the following order:

1. Children and grandchildren of employees of John Adams Academies, Inc.
2. Children and grandchildren of Board members of John Adams Academies, Inc.

3. Siblings of existing scholars enrolled in the Academy
4. Scholars currently enrolled in another John Adams Academies, Inc. school
5. Scholars who reside in the District
 1. ~~Siblings of existing scholars enrolled in the Academy~~
 2. ~~Children and grandchildren of Board members~~
 3. ~~Children of staff of the Academy~~
 4. ~~Scholars who reside in the District~~

The above admission preferences shall be effective immediately upon approval by the governing board of John Adams Academies, Inc.

All applications drawn after reaching capacity in any grade level will be placed on a wait-list for each respective grade level, in order in which they are drawn. If a vacancy occurs, the Academy shall notify the parent/guardian by phone and letter and provide the parents with 72 hours to enroll their scholar in the Academy. If the parent/guardian does not contact the Academy to accept the position for their scholar within this period, the Academy shall contact the parent/guardian for the next scholar on the wait list for that grade level. The Academy shall keep copies of documents relating to the lottery on file for one academic year to demonstrate the fair execution of lottery procedures.

This policy shall provide admission preference for children and grandchildren of employees (first preference), children & grandchildren of Board members (second preference), siblings of existing scholars enrolled in this Academy (third preference), scholars currently enrolled in another John Adams Academies, Inc. school (fourth preference), and potential scholars who reside in the District (fifth preference); who are hired/appointed/apply after the lottery is conducted. Pursuant to this policy, in the event that there is a waitlist the waitlist will be a "dynamic" waitlist that shall be re-ordered based on admission preference.

The Academy's waitlist for grades kindergarten through twelve (12) shall be a rolling waitlist that carries over from year-to-year. For any period in which the Academy offers Transitional Kindergarten, the transitional kindergarten waitlist would be maintained during that academic year to offer seats for that academic year, but would not roll forward to the following year. Any applicants on the transitional kindergarten waitlist would be required to re-apply for admission into kindergarten during the above described open enrollment period for kindergarten.

Notwithstanding the foregoing, the Academy may refine lottery policies and procedures following the first year of operations in accordance with a written policy adopted by the Academy's Board of Directors. A copy of the revised policy, designed to improve the Academy's lottery efforts, shall be provided to the District within 45 calendar days of approval by the Academy's Board and prior to the enrollment period of the year in which the revised lottery policy will be implemented.

Addendum to John Adams Academy – Lincoln, Charter petition

Following found on page 37 of approved JAA – Lincoln Charter:

Offered Instructional Minutes

California Education Code section 47612.5 lists the minimum number of instructional minutes required by law.

Grades Legal Minimum

<u>Kindergarten</u>	<u>36,000</u>
<u>Grades 1-3</u>	<u>50,400</u>
<u>Grades 4-8</u>	<u>54,000</u>
<u>Grades 9-12</u>	<u>64,800</u>

The Academy will ~~far-meet or exceed~~ the number of minutes of instruction as required by Education Code Section 46201(a)(3). These minutes do not include before school, after school and Saturday school instructional time. ~~Specifically, annual instructional minutes shall be as follows:~~

Grades	Legal Minimum	JAA – Lincoln Minimum
Kindergarten	36,000	36,000
Grades 1-3	50,400	50,400
Grades 4-8	54,000	67,600
Grades 9-12	64,800	69,600

The petitioners have attached a sample schedule of classes for each grade level to illustrate how these instructional minutes will be allocated (see Appendix F).

State of California

EDUCATION CODE

Section 47605

47605. (a) (1) Except as set forth in paragraph (2), a petition for the establishment of a charter school within a school district may be circulated by one or more persons seeking to establish the charter school. A petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of that school district. A charter school may propose to operate at multiple sites within the school district if each location is identified in the charter school petition. The petition may be submitted to the governing board of the school district for review after either of the following conditions is met:

(A) The petition is signed by a number of parents or legal guardians of pupils that is equivalent to at least one-half of the number of pupils that the charter school estimates will enroll in the school for its first year of operation.

(B) The petition is signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation.

(2) A petition that proposes to convert an existing public school to a charter school that would not be eligible for a loan pursuant to subdivision (c) of Section 41365 may be circulated by one or more persons seeking to establish the charter school. The petition may be submitted to the governing board of the school district for review after the petition is signed by not less than 50 percent of the permanent status teachers currently employed at the public school to be converted.

(3) A petition shall include a prominent statement that a signature on the petition means that the parent or legal guardian is meaningfully interested in having his or her child or ward attend the charter school, or in the case of a teacher's signature, means that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition.

(4) After receiving approval of its petition, a charter school that proposes to establish operations at one or more additional sites shall request a material revision to its charter and shall notify the authority that granted its charter of those additional locations. The authority that granted its charter shall consider whether to approve those additional locations at an open, public meeting. If the additional locations are approved, they shall be a material revision to the charter school's charter.

(5) A charter school that is unable to locate within the jurisdiction of the chartering school district may establish one site outside the boundaries of the school district, but within the county in which that school district is located, if the school district within the jurisdiction of which the charter school proposes to operate is notified in advance of the charter petition approval, the county superintendent of schools and the

Superintendent are notified of the location of the charter school before it commences operations, and either of the following circumstances exists:

(A) The school has attempted to locate a single site or facility to house the entire program, but a site or facility is unavailable in the area in which the school chooses to locate.

(B) The site is needed for temporary use during a construction or expansion project.

(6) Commencing January 1, 2003, a petition to establish a charter school may not be approved to serve pupils in a grade level that is not served by the school district of the governing board considering the petition, unless the petition proposes to serve pupils in all of the grade levels served by that school district.

(b) No later than 30 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents. Following review of the petition and the public hearing, the governing board of the school district shall either grant or deny the charter within 60 days of receipt of the petition, provided, however, that the date may be extended by an additional 30 days if both parties agree to the extension. In reviewing petitions for the establishment of charter schools pursuant to this section, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. The governing board of the school district shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice. The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

(1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.

(2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

(3) The petition does not contain the number of signatures required by subdivision (a).

(4) The petition does not contain an affirmation of each of the conditions described in subdivision (d).

(5) The petition does not contain reasonably comprehensive descriptions of all of the following:

(A) (i) The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

(ii) The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.

(iii) If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements.

(B) The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.

(C) The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(D) The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.

(E) The qualifications to be met by individuals to be employed by the charter school.

(F) The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237.

(G) The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.

(H) Admission requirements, if applicable.

(I) The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which

audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.

(J) The procedures by which pupils can be suspended or expelled.

(K) The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

(L) The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.

(M) The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.

(N) The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.

(O) The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.

(6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

(c) (1) Charter schools shall meet all statewide standards and conduct the pupil assessments required pursuant to Sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools.

(2) Charter schools shall, on a regular basis, consult with their parents, legal guardians, and teachers regarding the charter school's educational programs.

(d) (1) In addition to any other requirement imposed under this part, a charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against a pupil on the basis of the characteristics listed in Section 220. Except as provided in paragraph (2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school.

(2) (A) A charter school shall admit all pupils who wish to attend the school.

(B) If the number of pupils who wish to attend the charter school exceeds the school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the district except as provided for in Section 47614.5. Other preferences may be permitted by the chartering authority on an individual school basis and only if consistent with the law.



**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:

Naming of Facility (BP 7310)

AGENDA ITEM AREA:

Discussion

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

District Office

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The Farm Foundation has requested the new welding building at the Lincoln High School Farm be named the "Pat McCartney Welding Building." The process of naming a building based on Board Policy 7310 (attached) includes the establishment of a committee, a public hearing, and action by the Board.

Administration will share with the Board options for this particular situation.

RECOMMENDATION:

Discuss the options presented.

Western Placer USD | BP 7310 Facilities

Naming Of Facility

The Board of Trustees shall name district schools and other district-owned or leased buildings, grounds, and facilities in recognition of:

1. Individuals, living or deceased, and entities that have made outstanding contributions, including financial contributions, to the school community
2. Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance
3. The geographic area in which the school or building is located

The Board encourages community participation in the process of selecting names. A citizen advisory committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration.

(cf. 1220 - Citizen Advisory Committees)

Any name adopted for any new school shall not be so similar to the name of any existing district school as to result in confusion to members of the community.

Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.

(cf. 9320 - Meetings and Notices)

When naming or renaming a district school, building, or facility, the Board may specify the duration for which the name shall be in effect.

Memorials

Upon request, the Board shall consider planting commemorative trees, erecting monuments, or dedicating buildings, parts of buildings, athletic fields, gardens, or other district facilities, in memory of deceased students, staff members, community members, and benefactors of the district.

Naming Rights

The Board may grant to any person or entity the right to name any district building or facility. In doing so, the Board shall enter into a written agreement which shall:

1. Specify the benefits to the district from entering into the agreement
2. State the roles and responsibilities of the parties to the agreement, including whether or not the Board shall retain the power to approve any proposed name
3. Provide details related to the naming right granted, including the building, grounds, or facility involved and the duration for which the name shall be in effect
4. Prohibit any message, image, or other depiction that advocates or endorses the use of drugs, tobacco, or alcohol, encourages unlawful discrimination against any person or group, or promotes the use of violence or the violation of any law or district policy

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

(cf. 1325 - Advertising/Promotions)

(cf. 3290 - Gifts, Grants and Bequests)

5. Reserve the authority to terminate the naming right if it determines that the grantee, subsequent to receiving the naming right, has engaged in any of the prohibited acts stated in item #4 above or other criminal or unlawful acts that might bring the district into disrepute

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

Policy WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007 Lincoln, California

revised: September 16, 2014

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

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Consider Approving Revised Job Description
For Special Education Clerk

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

ENCLOSURES:

Proposed Job Description for
Special Education Clerk

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

As a part of the ongoing review of District needs, programs, and staffing by the District there exists a need to approve a revised job description for a classified Special Education Clerk in order to establish the revised job requirements. This job description will go into effect following Board approval.

RECOMMENDATION:

Approve the attached job description for Special Education Clerk

Western Placer Unified School District

POSITION DESCRIPTION

M/C 9/25/17
JWS
4/25/18

Position Title: **SPECIAL EDUCATION CLERK**
Department: Administrative Office
Reports to: Director of Special Education

SUMMARY:

Acts as assistant to Special Education Secretary.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- * Performs a ~~majority variety~~ of clerical duties
- * Receives, date stamps, and routes mail; maintains files and records
- * Operates office equipment, including adding machines, duplicating equipment, as well as typewriters, and word processors/personal computers.
- * ~~Does a wide variety of work, which involves sharing responsibility for the total office operations as directed by the Special Education Secretary and Director.~~
- * Maintains confidential student psychological files
- * Checks all incoming IEPs for accuracy
- * Maintains records and student information system entries for special education students
- * Requests and releases all special education records for incoming and outgoing students
- * Maintains all records and communication with the transportation department for special education students
- * Processes child-find and early intervention referrals and corresponding paperwork
- * Schedules observations, assessments, and IEPs including phone calls and corresponding paperwork
- * Attends the weekly ECAT meetings and creates agenda
- * Maintains the ECAT database
- * Other duties as assigned.

QUALIFICATION REQUIREMENTS:

Knowledge of office procedures and practices, including filing systems, receptionist and telephone techniques. Knowledge of Excel spreadsheets. Ability to follow directions accurately, typing, knowledge of business English, vocabulary, punctuation and grammar, filing methods, office machines including data processing equipment such as computer terminals, printers and word processors, ability to meet the public. Type at a minimum rate of 40 words per minute.

EDUCATION and/or EXPERIENCE:

High School diploma or general education degree (GED) and one to two years of responsible secretarial-clerical experience.

OTHER SKILLS and ABILITIES:

Compile and maintain accurate records and files; understand and carry out oral and written directions; establish and maintain cooperative relationships with those contacted in the course of work.

CONFIDENTIAL STATUS:

Cases or confidential district matters are not to be discussed by the clerk under any circumstances outside of the District office. Infringement of the above policy may result in immediate dismissal.

LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of people.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio, and percent and to draw and interpret graphs.

REASONING ABILITY:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to sit, talk or hear. The employee is occasionally required to stand and walk. Occasionally the employee will input data for long periods of time. Specific vision abilities required by this job include close vision, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet. The employee continuously interacts with the public and other staff and occasionally meets multiple demands from several people.

The information contained in this job description is for compliance with the American with Disabilities Act (.A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

***Revised 4/25/17**

Pending CSEA and Board Approval

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Adoption of Revised/New
Policies/Regulations/Exhibits

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 2, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- BP 0460 Local Control and Accountability Plan
- BP/AR 3260 Fees and Charges
- Exhibit 4112.9 Employee Notifications
- AR 4161.1/4361.1 Personal Illness/Injury Leave
- AR 4261.1 Personal Illness/Injury Leave
- BP 5111 Admission
- BP 5111.1 District Residency
- BP 6111 School Calendar
- BP 6117 Year-Round Schedules
- BP 6144 Controversial Issues

RECOMMENDATION:

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

MANUAL MAINTENANCE GUIDESHEET

March 2017

Page 1 of 2

Note: Description below identify major changes in revised materials. Editorial changes have also been made.

BP 0460 - Local Control and Accountability Plan

(BP revised)

Policy updated to reflect **NEW LAW** (Proposition 58, 2016) which requires the local control and accountability plan (LCAP) development process to include solicitation of parent/guardian and community input on effective and appropriate instructional methods, including language acquisition programs. Policy also reflects the State Board of Education's (SBE) adoption of evaluation rubrics (the "California School Dashboard") that will assist districts in evaluating progress toward their LCAP goals.

BP/AR 3260 - Fees and Charges

(BP/AR revised)

Policy reorganized and updated to reflect a California Department of Education (CDE) management advisory regarding the prohibition against requiring parent/guardian volunteer hours or payment as a condition of the student's enrollment or participation in educational activities. Regulation updated to reflect **NEW LAW** (AB 2615, 2016) which permits districts to charge a fee for participation in After School Education and Safety (ASES) programs, 21st Century Community Learning Center (21st CCLC) programs, and 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program, as long as the fee is waived or reduced for low-income families and, effective July 1, 2017, the fee is not charged for a homeless or foster youth. Regulation also clarifies the permissibility of charging a fee for in-state field trips in accordance with CDE's interpretation of law, provided that no student is prevented from participating based on a lack of funds.

E 4112.9/4212.9/4312.9 - Employee Notifications

(E revised)

Exhibit updated to add notice seeking volunteers to administer opioid antagonist pursuant to **NEW LAW** (AB 1748, 2016), delete notice seeking volunteers to administer anti-seizure medication as the requirement self-repealed on January 1, 2017, add notice informing new employees of their right to purchase Public Employment Retirement Service credit for certain active military service, and update legal citations.

AR 4161.1/4361.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to add new section on "Additional Leave for Disabled Military Veterans" reflecting **NEW LAW** (SB 1180, 2016) which entitles eligible certificated employees to receive an additional 10 days of sick leave with pay during the first year of employment for the purpose of undergoing medical treatment for a military service-connected disability. Regulation reflects **NEW LAW** (AB 2393, 2016) which clarifies differential pay for parental leave ("baby bonding" leave), including clarifying that such leave will run concurrently with parental leave taken under the California Family Rights Act, but, unlike the CFRA, does not require an employee to have at least 1,250 hours of service with the district in the previous 12-month period. Regulation also clarifies applicability of law requiring a reemployment list for employees who are not medically able to resume duties after a specified period of time.

AR 4261.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to add new section on "Additional Leave for Disabled Military Veterans" reflecting **NEW LAW** (SB 1180, 2016) which entitles eligible classified employees to receive an additional 12 days of sick leave with pay during the first year of employment for the purpose of undergoing medical treatment for a military service-connected disability. Regulation also updated to reflect **NEW LAW** (AB 2393, 2016) which extends to classified employees the same provisions related to differential pay for parental leave that were previously granted only to certificated employees.

MANUAL MAINTENANCE GUIDESHEET

March 2017

Page 2 of 2

BP 5111 - Admission

(BP revised)

Policy updated and released on GAMUT in February, in conjunction with new CSBA Legal Guidance, to clarify that, under state compulsory education laws and the U.S. Supreme Court decision in Plyler v. Doe, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. Policy includes direction not to inquire into a student's citizenship or immigration status nor deny enrollment on the basis of citizenship or immigration status. Policy also reflects **NEW LAW** (AB 2308, 2016) which extends the requirement that the district's enrollment forms include an informational item about affordable health care options and available enrollment assistance through the 2020-21 school year.

BP 5111.1 - District Residency

(BP revised)

Policy updated and released on GAMUT in February, in conjunction with new CSBA Legal Guidance, to clarify that, under state compulsory education laws and the U.S. Supreme Court decision in Plyler v. Doe, districts cannot deny enrollment on the basis of citizenship or immigration status and therefore should not request visas, passports, or other documentation that would discourage undocumented children from enrolling in school.

BP 6111 - School Calendar

(BP revised)

Policy updated to clarify that a district must offer a minimum of 175 instructional days per school year until it meets or exceeds its funding target under the local control funding formula, at which time the minimum required number of instructional days is 180. Policy also adds reference to the requirement for a minimum of 163 instructional days per year for multitrack year-round schools.

BP 6117 - Year-Round Schedules

(BP revised)

Policy updated to clarify that a year-round school is generally required to offer a minimum of 175 instructional days per school year until the district meets or exceeds its funding target under the local control funding formula, at which time the minimum required number of instructional days is 180. Policy adds conditions under which a multitrack year-round school may instead offer a minimum of 163 instructional days.

LOCAL CONTROL AND ACCOUNTABILITY PLAN

The Board of Trustees desires to ensure the most effective use of available state funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions aligned with state and local priorities and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP), using the template provided in 5 CCR 15497.5, which addresses the state priorities specified in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year, and like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060; 5 CCR 15497.5)

(cf. 3100 – Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula. (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

To minimize duplication of effort and provide clear direction for program implementation, the LCAP and other district and school plans shall be aligned to the extent possible.

(cf. 0400 - Comprehensive Plans)

(cf. 0440 - District Technology Plan)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 6171 - Title I Programs)

(cf. 7110 - Facilities Master Plan)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 – Parental Notifications)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the public hearing required prior to the adoption of the district budget in accordance with Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

Prior to adopting the district budget, but at the same public meeting, the Board shall adopt the LCAP or the annual update. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP the Board shall file the LCAP or the annual update with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. **Evaluation shall include, but not be limited to, an assessment of district and school performance based on evaluation rubrics adopted by the State Board of Education pursuant to Education Code 52064.5.** Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

Technical Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups
3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP

LOCAL CONTROL AND ACCOUNTABILITY PLAN

3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference:

EDUCATION CODE

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

33430-33436 Learning Communities for School Success Program; grants for LCAP implementation

41020 Audits

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 Academic Performance Index; numerically significant student subgroups

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning pilot program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

60811.3 Assessment of language development

64001 Single plan for student achievement

99300-99301 Early Assessment Program

CODE OF REGULATIONS, TITLE 5

15494-15497.5 Local control and accountability plan and spending requirements

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

6826 Title III funds, local plans

Management Resources:

CSBA PUBLICATIONS

Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016

LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016

Impact of Local Control Funding Formula on Board Policies, November 2013

Local Control Funding Formula 2013, Governance Brief, August 2013

State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Every Student Succeeds Act – Update #6, January 18, 2017

LCFF Frequently Asked Questions

WEB SITES

CSBA: <http://www.csba.org>

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

Policy

adopted: December 17, 2013

revised: January 19, 2016

revised: May 2, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

FEES AND CHARGES

The Board of Trustees recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for students' participation in the educational program are made available to them at no cost.

No student shall be required to pay any fees, depositions, or other charges for his/her participation in an education activity which constitutes an integral fundamental part of the district's education program, including curricular and extracurricular activities. (Education Code 49010, 49011; 5 CCR 350)

(cf. 3100 – Budget)
(cf. 6145 - Extracurricular and Cocurricular Activities)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. For such authorized fees, deposits, or establishing fee schedules, or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socio-economic conditions of the district students' **families and their ability to pay**.

(cf. 3250 - Transportation Fees)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5143 - Insurance)
(cf. 9323.2 - Actions by the Board)

The prohibition against student fees shall not restrict the district from soliciting for voluntary donations, participating in fundraising activities, and providing prizes or other recognition for participants in such activities and events. **The Superintendent or designee shall emphasize that participation of students, parents/guardians, district employees, volunteers, or educational or civic organizations in such activities and events is voluntary.** However, the district shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student and shall not remove, or threaten to remove, from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 3290 - Gifts, Grants and Bequests)

~~Whenever district employees, volunteers, students, parents/guardians, or educational or civic organizations participate in such events or activities, the Superintendent or designee shall emphasize that participation in the event or activity is voluntary.~~

The Superintendent or designee shall provide additional information or professional development opportunities to administrators, teachers, and other personnel to learn about permissible fees.

FEES AND CHARGES (continued)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Complaints

A complaint alleging district noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

If, upon investigation, the district finds merit in the complaint, the Superintendent or designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the district's annual notification of **uniform complaint procedures** required to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

8239 Preschool and wraparound child care services

8250 Child care and development services for children with disabilities

8263 Child care eligibility

8422 21st Century High School After School Safety and Enrichment for Teens programs

8482.6 After School Education and Safety programs

8760-8773 Outdoor science and conservation programs

17453.1 District sale or lease of Internet appliances or personal computers to students or parents

17551 Property fabricated by students

19910-19911 Offenses against libraries

32033 Eye protective devices

32221 Insurance for athletic team member

32390 Fingerprinting program

35330-35332 Excursions and field trips

35335 School camp programs

38080-38085 Cafeteria establishment and use

38120 Use of school band equipment on excursions to foreign countries

39801.5 Transportation of adults

39807.5 Payment of transportation costs

39837 Transportation of students to places of summer employment

FEES AND CHARGES

Legal Reference:(continued)

48050 Residents of adjoining states
 48052 Tuition for foreign residents
 48904 Liability of parent or guardian
 49010-49013 Student fees
 49065 –Charge for copies
 49066 Grades, effect of physical education class apparel
 49091.14 Prospectus of school curriculum
 51810-51815 Community service classes
 52612 Tuition for adult classes
 52613 Nonimmigrant **foreign nationals** aliens
 56504 School records; students with disabilities
 60410 Students in classes for adults

GOVERNMENT CODE

6253 Request for copy; fee

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 8

1184 Foreign Students

COURT DECISIONS

Driving School Assn of CA v. San Mateo Union HSD (1993) 11 Cal. App. 4th 1513

Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251

Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739

Hartzell v. Connell (1984) 35 Cal. 3d 899

CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees: Damage to School Property, Fiscal Management Advisory 16-01, September 16, 2016

Pupil Fees: Parent Service Hours, Fiscal Management Advisory 15-01, January 20, 2015

Pupil Fees, Deposits, and Other Charges: Cap and Gown for High School Graduation Ceremony,

Addendum to Fiscal Management Advisory 12-02, October 4, 2013

Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

WEB SITES

CSBA: <http://www.csba.org>

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

Policy

adopted: September 4, 2007

revised: April 15, 2014

revised: June 2, 2015

revised: May 2, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

FEEES AND CHARGES

When approved by the Board of Trustees, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)

(cf. 5143 - Insurance)

2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)
3. Expenses of students' participation in a field trip or excursion to another state, the District of Columbia or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

(cf. 6153 - School-Sponsored Trips)

4. Student fingerprinting program, as long as the fee does not exceed ~~the-exceed~~ the actual costs associated with the program (Education Code 32390)

(cf. 5142.1 - Identification and Reporting of Missing Children)

5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8773 provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

(cf. 6142.5 - Environmental Education)

6. Reimbursement for the direct cost of materials provided by the district to a student for the fabrication of nonperishable personal property the student will take home for his/her own possession and use, such as wood shop, art, or sewing projects kept by the student (Education Code 17551)
7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and exemptions are made for indigent and disabled students (Education Code 39807.5)

(cf. 3250 - Transportation Fees)

8. Transportation for students to and from their places of employment in connection with any summer employment programs for youth (Education Code 39837)
9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)

FEES AND CHARGES (continued)

10. Sale or lease of Internet appliances or personal computers for the purpose of providing access to the district's educational computer network, at no more than cost, as long as the district provides network access for families who cannot afford it (Education Code 17453.1)

(cf. 0440 - District Technology Plan)

(cf. 6163.4 - Student Use of Technology)

11. **An adult education or secondary school** ~~Fees for~~ community service classes in civic, vocational, illiteracy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the class (Education Code 51810, 51815)

(cf. 6142.4 - Service Learning/Community Service Classes)

12. Eye safety devices, worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32003)

(cf. 3514.1 - Hazardous Substances)

(cf. 5142 - Safety)

13. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

(cf. 5125 - Student Records)

14. Actual costs of duplication for reproduction of the prospectus of school curriculum or copies of public records (Education Code 49091.14; Government Code 6253)

(cf. 1340 - Access to District Records)

(cf. 5020 - Parent Rights and Responsibilities)

15. Food sold at school subject to free and reduced price meal program eligibility and other restrictions specified in law (Education Code 38084)

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

(cf. 3551 - Food Service Operations/Cafeteria Funds)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3554 - Other Food Sales)

FEES AND CHARGES (continued)

16. As allowed in law, replacement cost or reimbursement for lost or damaged district books, supplies, or property, or for district property loaned to a student that he/she fails to return (Education Code 19910-19911, 48904)

(cf. 3515.4 - Recovery for Property Loss or Damage)

17. Tuition for district school attendance by an out-of-state and out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

(cf. 5111.2 - Nonresident Foreign Students)

18. Adult education books, materials, **transportation**, and classes, except that no fee may be charged for classes in elementary subjects, **classes** or for which high school credit is granted when taken by a person who does not hold a high school diploma or, effective July 1, 2015, classes in English and citizenship (Education Code 39801.5, 52612, 60410)

(cf. 6200 - Adult Education)

19. Preschool and child care and development services in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is for severely disabled children and the student is eligible to enroll in it (Education Code 8239, 8250, 8263)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

20. **Participation in a before-school or after-school program that is funded as an After School Education and Safety (ASES) Pprograms, 21st Century Community Learning Center (21st CCLC), or 21 Century High School After School Safety and Enrichment for Teens program, provided that fees are waved or reduced for families with students who are as long as no eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is denied the ability to participate because of inability to pay the fee a homeless or foster youth** (Education Code **8422**, 8482.6)

(cf. 5148.2 - Before/After School Programs)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

21. Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

FEES AND CHARGES (continued)

(cf. 6141.4 – International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

Regulation
approved: September 4, 2007
revised: April 15, 2014
revised: June 2, 2015
revised: May 2, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

All Personnel

E 4112.9(a)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950, 2 CCR 11023	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
To all employees, prior to implementing alternative schedule	Education Code 46162	AR 6112	Public hearing on block alternate schedule
Annually to all employees	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually to all employees	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
Electronically to all employees; no more than twice per school year per child needing medication At least once per year	Education Code 49414.37	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist emergency antiseizure medication; training to be provided
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of disaster service workers
To all employees	Government Code 8355; 41 USC 8102 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol- free workplace; actions to be taken if violated; available employee assistance programs

E 4112.9(b)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military Service performed prior to Public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees, or more frequently if there is new information	Health and Safety Code 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To all employees, with each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

E 4112.9(c)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees and job applicants	2 CCR 11023 ; 34, CFR 104.8, 106.9	BP 0410 BP 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11096; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to Provide 30 days' notice of need for leave when possible
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions, or post-response actions planned or in progress
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional Certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation

E 4112.9(d)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To certificated employees upon employment, and to nonpermanent employees in July of each school year	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employees in district with ADA of 250 or more, by March 15 of employee's second consecutive year of employment	Education Code 44929.21	AR 4117.6	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing

E 4112.9(e)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To probationary employees 30 days prior to dismissal, during school year, but not later than March 15 for second-year probationary employees	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
III. To Classified Employees			
To classified employee charged with mandatory leave of absence offense, in merit system district	Education Code 44940.5	AR 4218	Notice of intent to dismiss in 30 days
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, procedures, and employee rights
To classified employees, at least 60 days prior to layoff, or by April 29 if specially funded program is expires at end of school	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights

E 4112.9(f)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
To classified employees upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
IV. To Administrative Supervisory Personnel			
To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.21	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contract information for credit reporting agencies

E 4112.9(g)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To employees returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4261.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	BP 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204, 5193	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

E 4112.9(h)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice leave
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequence of failure to meet obligations

Exhibit
version: December 16, 2014
revised: September 1, 2015
revised: February 16, 2016
revised: November 15, 2016
revised: May 2, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

PERSONAL ILLNESS/INJURY LEAVE

Certificated employees employed five school days a week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave), per school year of service. Employees who work less than five days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee who is entitled to less than three days of paid sick leave due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 44978; Labor Code 245-249)

(cf. 4161/426/4361 - Leaves)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment; quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

2. Pregnancy, miscarriage, childbirth and related recovery (Education Code 44965, 44978)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)

6. ~~In any calendar year, an employee may use the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement for the following:~~ (Labor Code 233, 246.5) Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care **(Labor Code 233, 246.5)**

PERSONAL ILLNESS/INJURY LEAVE (continued)

- 7.b- Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

For the purposes specified in items #6-7, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, he/she may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a newly hired certificated employee who is a military veteran with a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment for his/her military service-connected disability. An eligible employee employed less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 44978.2)

PERSONAL ILLNESS/INJURY LEAVE (continued)

The amount of leave shall be credited to the employee on the first day of employment and shall remain available for the following 12 months of employment. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Notification of Absence

An employee shall notify the district of his/her need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than ~~3 p.m.~~ **three o'clock in the afternoon** of the day preceding the day on which he/she intends to return to work. If failure to so notify the district results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 – Temporary/Substitute Personnel)

Continued Absence After Available Sick Leave is Exhausted/Differential Pay

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. **(Education Code 44977)**

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. **(Education Code 44977)**

~~If a certificated employee is not medically able to resume his/her duties after the five-month period provided pursuant to Education code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes~~

PERSONAL ILLNESS/INJURY LEAVE (continued)

~~medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)~~

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to resume his/her duties after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

Differential Pay for Parental Leave

During each school year, any certificated employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave (baby bonding) pursuant to Government Code 12945.2 shall receive differential pay for up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. Such parental leave shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. Eligibility for parental leave pursuant to Education Code 44977.5 shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for

PERSONAL ILLNESS/INJURY LEAVE (continued)

further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her

PERSONAL ILLNESS/INJURY LEAVE (continued)

2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference: (see next page)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE

44964 Power to grant leave of absence in case of illness, accident or quarantine
44965 Granting of leaves of absence for pregnancy and childbirth
44976 Transfer of leave rights when school is transferred to another district
44977 Salary deduction during absence from duties up to five months after sick leave is exhausted
44977.5 Salary deduction during absence from duties for maternity or paternity leave up to 12 weeks after sick leave is exhausted
44978 Provisions for sick leave of certificated employees
44978.1 Inability to return to duty; placement in another position or on reemployment list
44978.2 Leave for military service connected disability
44979 Transfer of accumulated sick leave to another district
44980 Transfer of accumulated sick leave to a county office of education
44981 Leave of absence for personal necessity
44983 Exception to sick leave when district adopts specific rule
44984 Industrial accident or illness
44986 Leave of absence for disability allowance applicant

LABOR CODE

220 Sections inapplicable to public employees
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
234 Absence control policy
245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 5

5601 Transfer of accumulated sick leave

UNITED STATES CODE, TITLE 42

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008

COURT DECISIONS

Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406

Regulation
approved: September 4, 2007
revised: November 18, 2014
revised: August 2, 2016
revised: May 2, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days per week are entitled to 12 days leave of absence, with full pay, for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. ~~except when the sick leave will be less than the district grants short term or substitute employees pursuant to Labor Code 246.~~ **However, any part-time employee whose work hours are so few as to entitle him/her to less than 24 hours of paid sick leave per fiscal year shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible.** (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261 - Leaves)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

A classified employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties (Education Code 45199)

2. Pregnancy, childbirth and recovery (Education Code 45193)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity as specified in Education Code (Education Code 45207)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical or dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4261.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

6. ~~In any calendar year, an employee may use the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement for the following: (Labor Code 233, 245.5, 246.5)~~ a. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care **(Labor Code 233, 246.5)**

PERSONAL ILLNESS/INJURY LEAVE (continued)

- 7.b- Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking **(Labor Code 233, 246.5)**

For the purposes specified in items #6-7, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee who leaves the district after at least one school year of employment that if the employee accepts employment in another district, county office of education, or community college district within one year, he/she may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a newly hired classified employee who is a military veteran with a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment for his/her military service-connected disability. An eligible employee employed less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 45191.5)

The amount of leave shall be credited to the employee on the first day of employment and shall remain available for the following 12 months of employment. Leave not used

PERSONAL ILLNESS/INJURY LEAVE (continued)

during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Each year, regular classified employees shall be credited with no fewer than 100 working days of paid sick leave for personal illness or injury, including current-year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

Differential Pay for Parental Leave

During each school year, any classified employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave (baby bonding) pursuant to Government Code 12945.2 shall receive differential pay for up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. Such parental leave shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. Eligibility for parental leave pursuant to Education Code 45196.1 shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

PERSONAL ILLNESS/INJURY LEAVE (continued)**Extension of Leave**

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may, ~~at any time,~~ require additional written verification by ~~the employee's physician or practitioner.~~ Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny ~~the~~ **request for** additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

PERSONAL ILLNESS/INJURY LEAVE (continued)

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall **accrue, on a regular basis, be entitled to one hour of paid sick leave of up to 24 hours. for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246**

~~Such Employee may begin shall be entitled to use accrued paid sick leave days beginning on the 90th day of his/her employment. after which he/she may use the sick days as they are accrued. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)~~

A short-term or substitute employee may use accrued sick leave for absences due to: any condition specified in item #7 or #8 above. (Labor Code 246.5)

1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

PERSONAL ILLNESS/INJURY LEAVE (continued)

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

(cf. 4112.9/4212.9/4312.9 – Employee Notifications)

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference: (see next page)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45191.5 Leave for military service connected disability

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted

45202 Transfer of accumulated sick leave and other benefits

LABOR CODE

230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

245-249 Healthy Workplaces, Healthy Families Act of 2014

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

ATTORNEY GENERAL OPINIONS

53 Ops. Cal. Atty. Gen. 111 (1970)

Regulation

approved: September 4, 2007

revised: October 6, 2015

revised: June 7, 2016

revised: May 2, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

ADMISSION

The Board of Trustees encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of ~~students~~ **children** entering a district **school** at any grade level about admission requirements and shall assist them with enrollment procedures.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policies.

(cf. 5111.1 - District Residency)
(cf. ~~5111.12 - Residency Based on Parent/Guardian Employment~~)
(cf. 5125 - Student Records)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

(cf. 5119 - Students Expelled from Other Districts)
(cf. 6173.3 - Education for Juvenile Court School Students)

The Superintendent or designee shall not inquire into or request documentation of a student's citizenship or immigration status, and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)

ADMISSION (continued)

A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, students and parents/guardians shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

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

Legal Reference: (see next page)

ADMISSION (continued)*Legal Reference:*EDUCATION CODE

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of pupils desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48850-48859 Educational placement of **homeless and** foster youth

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700 – 49704 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for ~~pupils~~ students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATE CODE, TITLE 5

552a Note Refusal to disclose social security number

UNITED STATES CODE, TITLE 42

11431-11435 McKinney Homeless Assistance Act

COURT DECISIONS

Plyler v. Doe, 457 U.S. 202 (1982)

*Management Resources:*CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education. Regardless of Immigration Status, February 2017

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 6, 2011-May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

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

~~Office for Civil Rights~~, U.S. Department of Education, Office for Civil Rights:

<http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy

adopted: September 4, 2007

revised: January 20, 2015

revised: January 5, 2016

revised: May 2, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

DISTRICT RESIDENCY

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into a student's citizenship or immigration status.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

DISTRICT RESIDENCY (continued)

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

DISTRICT RESIDENCY (continued)

Enrollment Not Requiring District Residency

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

(cf. 5111.2 - Nonresident Foreign Students)

(cf. 6145.6 - International Exchange)

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - Regional Occupational Center/Program)

Legal Reference: (see next page)

DISTRICT RESIDENCY (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

35160.5 Intradistrict open enrollment

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law, especially:

48204 Residency requirements

48204.1-48204.2 Evidence of residency

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act transfers

48852.7 Education of homeless students; immediate enrollment

48853.5 Education of foster youth; immediate enrollment

48980 Notifications at beginning of term

52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Retention of student records

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

~~OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS~~

~~*Fact Sheet: Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents*, 2012~~

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

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

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

Policy

adopted: April 19, 2016

revised: May 2, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

SCHOOL CALENDAR

For each **district** school, the Board of Trustees shall adopt a **school** calendar that meets the requirements of law as well as the needs of the community, students, and staff **the work year as negotiated with the district's employee organization(s)**. As appropriate, the Superintendent or designee shall ensure that the proposed calendar is aligned with assessment and accountability schedules in order to support the district's goals for student achievement

(cf. 0200 - Goals for the School District)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)

Each school calendar shall show the beginning and ending school dates, legal and local holidays, staff development days, orientation days, minimum days, vacation periods, and other pertinent dates.

(cf. 6112 - School Day)
(cf. 6115 - Ceremonies and Observances)
(cf. 6117 - Year-Round Schedules)
(cf. 6177 - Summer School)

The district shall offer a **minimum of 175 180** days of instruction per school year, **until it equals or exceeds the local control funding formula target established for it pursuant to Education code 42238.02, at which time it shall offer 180 days or more of instruction per school year. (Education Code 41420, 46208)** ~~unless the district and employee organization(s) have negotiated to reduce the days of instruction in any school year through 2012-13 pursuant to the authorization in Education Code 42605.~~

(cf. 1431 - Waivers)

However, district schools on a multitrack year-round schedule may be maintained for a minimum of 163 instructional days in accordance with Education Code 37670.

Staff development days shall not be counted as instructional days.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Notification of the schedule of minimum days **and student-free staff development days** shall be sent to all parents/guardians at the beginning of the school year. If any minimum days are **or student-free staff development days** are added to the schedule, the Superintendent or designee shall notify parents/guardians of the affected students as soon as possible and at least one month before the scheduled minimum day. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

SCHOOL CALENDAR (continued)

If a school will be used as a polling place on an election day, the Board shall determine whether to continue school in session, designate the day for staff training and development, or close the school to students and nonclassified staff. (Elections Code 12283)

(cf. 1400 - Relations Between Governmental Agencies and the Schools)

(cf. 5113 - Absences and Excuses)

*Legal Reference:*EDUCATION CODE

37200-37202 School calendar

37220-37223 Holidays

~~37252-37253.5 Summer school~~

~~37300-37307 Year-Round School Demonstration Project~~

37600-37672 Continuous school programs: year-round schools, especially:

37618 School calendar

37700-37713 Four-day week

41420 Apportionment withholding, schools not maintained for 175 days

41422 Schools not maintained for 175 days

42238.02 Local control funding formula

~~41530-41532 Professional Development Block Grant~~

46200-46206 Incentives for longer instructional day and year

46300 Method of computing ADA

48980 Notice at beginning of term

REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS

~~44579-44579.6 Instructional Time and Staff Development Reform Program~~

ELECTIONS CODE

12283 School closures, election days

COURT DECISIONS

Butt v. State of California, (1992) 4 Cal 4th 668

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Davis Joint Unified School District, (1984) PERB Decision No. 474

*Management Resources:*WEB SITES

CSBA: <http://www.csba.org>

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

California Public Employment Relations Board: <http://www.perb.ca.gov>

Secretary of State's Office: <http://www.ss.ca.gov>

Policy
adopted: September 4, 2007
revised: January 15, 2013
revised: May 2, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

YEAR-ROUND SCHEDULES

The Governing Board believes that a year-round school schedule could benefit the district and its students by providing continuous instruction and reducing learning loss in students over extended vacations, allowing timely interventions to improve academic achievement, and alleviating overcrowding in schools through efficient use of school facilities. The Board shall consider the feasibility of establishing year-round schedules based on current and projected enrollments, facilities needs, and instructional needs.

(cf. 6111 - School Calendar)

(cf. 7110 - Facilities Master Plan)

Before approving a year-round program in any district school, the Board shall consult in good faith, in an effort to reach agreement with certificated and classified employees of the school, parents/guardians of students who would be affected by the change, and the community at large. Such consultation shall include at least one public hearing for which adequate notice has been given to the employees and parents/guardians of affected students. (Education Code 37616)

(cf. 0420 - School Plans/Site Councils)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 5145.6 - Parental Notifications)

(cf. 9320 - Meetings and Notices)

When the Board is considering a year-round schedule for any school, the Superintendent or designee shall submit to the Board a comprehensive proposal that, at a minimum, shall address the schedule to be operated, the number of tracks the school will have, any needed facilities modifications, a communications system for notifying off-track families of school activities and developments, and how the ethnic and socioeconomic composition of the school will be maintained within each track.

If the Board determines to operate a year-round program in a manner that would require any student to enroll, the Superintendent or designee shall publish, not later than November 1 of the school year preceding the commencement of the program, notice of the district's intention to operate the program. Such notice shall be published in a newspaper of general circulation within the district, or if there is no such newspaper, then in any newspaper of general circulation that is regularly circulated in the district. The notice shall be published once each week for three successive weeks or, if the newspaper is regularly published once a week or more often, at least three times with at least five days intervening between the respective publication dates not counting the publication dates. (Education Code 37611)

(cf. 5116.1 - Intradistrict Open Enrollment)

YEAR-ROUND SCHEDULES (continued)

On the Board's order, or upon a sufficient petition by the public to the County Superintendent of Schools after the above notice of intention is given by the district, an election shall be called to determine whether to permit a year-round program to be operated. (Education Code 37612)

Each year-round school shall offer a minimum of 175 days of instruction per school year, until it equals or exceeds the local control funding formula target established for it pursuant to Education Code 42238.02, at which time each school shall offer 180 days or more of instruction per school year. (Education Code 37620, 41420, 46208)

However, any school that operates on a multitrack schedule shall be deemed in compliance with these requirements if it offers a minimum of 163 instructional days per school year. To do so, the Board shall adopt a resolution at a regularly scheduled Board meeting certifying that the number of annual instructional minutes is not less than that of schools of the same grade levels utilizing the traditional school calendar and that it is not possible to maintain a multitrack schedule with the same number of instructional days provided by district schools on a traditional calendar given the facilities, program, class sizes, and projected number of students enrolled at the school site. The Superintendent or designee shall annually certify to the Superintendent of Public Instruction that any such school is maintained for at least 163 instructional days. (Education Code 37670, 46208)

(cf. 1431 - Waivers)
(cf. 6112 - School Day)

Each school operating on a year-round schedule shall be closed for all students and employees on regular school holidays. (Education Code 37619)

(cf. 6115 - Ceremonies and Observances)

The Superintendent or designee shall annually submit a report to the Board regarding each district school operating a year-round schedule. The report shall include results of the school's academic assessments and how they compare with those of other schools, necessary facilities maintenance or repairs, and costs incurred or saved on account of operating a year-round schedule at the school.

(cf. 0500 - Accountability)
(cf. 0510 - School Accountability Report Card)
(cf. 3460 - Financial Reports and Accountability)
(cf. 3517 - Facilities Inspection)

Assignment to Year-Round Tracks

The Superintendent or designee shall establish an unbiased process for determining assignment of students to tracks based on the following guidelines:

YEAR-ROUND SCHEDULES (continued)

1. Students of the same family shall be placed in the same group or track unless one or more of such students are enrolled in a special education class or unless the parent/guardian requests that the students be placed in different groups. (Education Code 37617)
2. Assignment based on ability level or special education needs shall be minimized. If a special population must be put on one track, isolation and segregation should be minimized by partial day integration or self-selection of track.

(cf. 6159 - Individualized Education Program)

(cf. 6172 - Gifted and Talented Student Program)

3. Each track should reflect the ethnic and socioeconomic composition of the entire school community.
4. Students shall be chosen on a lottery basis when the number of students requesting a particular track exceeds spaces available. Students' second choices of track assignment shall be accommodated to the extent possible.

The Superintendent or designee shall give parents/guardians adequate notice regarding their child's schedule.

Any parent/guardian who is dissatisfied with the track assignment of his/her child may appeal the assignment to the Superintendent or designee within five business days, stating the reason a different track is more appropriate for his/her child. The Superintendent or designee shall respond to the parent/guardian within five business days. The Superintendent's decision shall be final.

Once students are assigned to a track, priority shall be placed on keeping students on the same track each year unless the parent/guardian requests a change.

Legal Reference: (see next page)

YEAR-ROUND SCHEDULES (continued)

Legal Reference:

EDUCATION CODE

17017.5 Approval of applications; year-round education program
17017.6 Substantial enrollment, high school districts
17017.7 Priority for funding new construction
17071.40 Exemption from increase in school building capacity
17088.3 Qualifications for lease; submission of year-round multitrack educational program study
37202 Equity length of term, exceptions
37220-37223 Saturdays and holidays
37600-37644 Continuous school programs
37670-37672 Multitrack year round scheduling
37693 Concept 6 program elimination
41420 Minimum number of instructional days per year
42238.02 Local control funding formula
42250.1 Funding for air conditioning
46200-46208 Incentives for longer instructional day and year
CODE OF REGULATIONS, TITLE 5
855 Testing period
14030 School housing standards for multitrack programs

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS Year-Round Education Program Guide

WEB SITES

California Department of Education, Multitrack Year-Round Education:
<http://www.cde.ca.gov/ls/fa/yr>
National Association for Year-Round Education: <http://www.nayre.org>

CONTROVERSIAL ISSUES

The Governing Board recognizes that the district's educational program may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. Instruction concerning such topics shall be relevant to the adopted course of study and curricular goals and should be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.3 - Civic Education)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)
(cf. 6143 - Courses of Study)

The Board expects administrators and teachers to exercise professional judgment when deciding whether or not a particular issue is suitable for study or discussion. They shall consult with the Superintendent or designee as necessary to determine the appropriateness of the subject matter, guest speakers, and/or related instructional materials or resources.

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)

When providing instruction related to a controversial issue, the following guidelines shall apply:

1. The topic shall be suitable to the age and maturity of the students.
2. Instruction shall be presented in a balanced manner, addressing all sides of the issue without bias or prejudice and without promoting any particular point of view.
3. ~~The teacher may express a personal opinion provided he/she identifies it as a personal opinion and clarifies that he/she is not speaking on behalf of the school or district. The teacher shall not express an opinion for the purpose of persuading students to his/her point of view.~~ **In the classroom, teachers act on behalf of the district and are expected to follow the adopted curriculum. In leading or guiding class discussions about issues that may be controversial, a teacher may not advocate his/her personal opinion or viewpoint. When necessary, the Superintendent or designee may instruct teachers to refrain from sharing personal views in the classroom on controversial topics.**
4. ~~No student's viewpoint shall be suppressed, provided such expression is not malicious or abusive toward others.~~ **Students shall be assured of their right to form and express an opinion without jeopardizing their grades or being subject to discrimination, retaliation, or discipline, provided the viewpoint does not constitute harassment,**

CONTROVERSIAL ISSUES (continued)

threats, intimidation—relationship with the teacher or school, or bullying or otherwise unlawful.

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5121 – Grades Evaluation of Student Achievement)

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6145.5 - Student Organizations and Equal Access)

5. Students shall be informed of conduct expected during such instruction and the importance of being courteous and respectful of the opinions of others.

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

6. Adequate factual information shall be provided to help students objectively analyze and evaluate the issue and draw their own conclusions.

7. The instruction shall not reflect adversely upon persons because of their race, ethnicity, national origin, sex, sexual orientation, gender identity or expression, disability, religion, or any other basis prohibited by law.

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

8. The subject matter of the instruction shall not otherwise be prohibited by state or federal law.

When a guest speaker is invited to make a presentation related to a controversial issue, the **Board Superintendent or designee shall notify** ~~requires that he/she be notified~~ of this policy and the expectations and goals regarding the instruction. If the guest speaker is presenting only one point of view on an issue, the teacher shall be responsible for ensuring that students also receive information on opposing viewpoints.

(cf. 6145.8 - Assemblies and Special Events)

When required by law, **such as in regards to comprehensive sexual health and HIV or prevention education,** ~~otherwise deemed appropriate by the teacher or administrator,~~ parents/guardians shall be notified prior to instruction **that they may request in writing that their child be excused from the instruction.** ~~related to any controversial issue and parent/guardian consent shall be obtained for student participation.~~ Students whose parents/guardians decline such instruction may be offered the ~~option to participate in an~~ alternative activity of similar **educational** value.

CONTROVERSIAL ISSUES (continued)

A student or parent/guardian with concerns regarding instruction about controversial issues **may communication directly with the teacher or principal and/or shall be directed to** appropriate district complaint procedures.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

48950 Freedom of speech

51240 Excuse from health instruction due to religious beliefs

51500 Prohibited instruction or activity

51510 Prohibited study or supplemental materials

51511 Religious matters properly included in courses of study

51513 Materials containing questions about beliefs or practices

51530 Prohibition and definition regarding advocating or teaching communism with intent to indoctrinate

51930-51939 California Healthy Youth Act; comprehensive sexual health and HIV prevention education

~~51933 Sex education courses~~

~~51938 Right of parent/guardian to excuse child from sexual health instruction~~

60040 Portrayal of cultural and racial diversity

60044 Prohibited instructional materials

60045 Criteria for instructional materials

COURT DECISIONS

Johnson v. Poway Unified School District, (2011) 658 F.3d 954 (9th Cir.)

Mayer v. Monroe County Community School Corporation, (2007) 474 F.3d 477 (7th Cir.)

Garcetti v. Ceballos, (2006) 547 U.S. 410

Policy
adopted: September 4, 2007
revised: October 7, 2014
revised: May 2, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California