

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

School	<u>STUDENT ENROLLMENT</u>		
	2012/13 CEBEDS	8/28/2013	9/3/2013
Sheridan Elementary (K-5)	84	86	86
First Street Elementary (K-5)	465	491	492
Carlin C. Coppin Elementary (K-5)	412	402	402
Creekside Oaks Elementary (K-5)	559	645	635
Twelve Bridges Elementary (K-5)	717	686	682
Foskett Ranch Elementary (K-5)	552	528	529
Lincoln Crossing Elementary (K-5)	684	696	701
Glen Edwards Middle School (6-8)	686	732	732
Twelve Bridges Middle School (6-8)	853	824	824
Lincoln High School (9-12)	1,516	1,614	1,610
Phoenix High School (10-12)	65	62	62
TOTAL	6593	6766	6755

State Preschool

First & L Street 24 A.M. /24 P.M.
 Carlin Coppin 19 A.M.
 Sheridan 18 A.M.

Pre-K/Special Ed

Foskett 13
 FSS PPPIP 93

Parent Education 60

Parent Participation Program

First Street 15 A.M. /14 P.M.
 Sheridan 21 P.M.
 Carlin Coppin 9 P.M.
 Twelve B. E. 17 A.M.

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
October 1, 2013, 7:00 P.M.
Lincoln High School, Performing Arts Theater
790 J Street, Lincoln, CA 95648

AGENDA

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

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

6:00 P.M. START

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

6:05 P.M.

2. **CLOSED SESSION** – Lincoln High School - Office Conference Room

- 2.1 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Purchase price, and payment terms for additional property adjacent to the Twelve Bridges Library, negotiated between representatives of Western Placer Unified School District and Sierra Community College District.

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

Case No. SCV0032309, Western Placer Unified School District vs. City of Lincoln

- 2.3 **CONFERENCE WITH LABOR NEGOTIATOR**

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

- 2.4 **PERSONNEL**

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

- 2.5 **INTERDISTRICT ATTENDANCE APPEAL**

- a. Interdistrict Request Appeal 13/14 – 26

October 1, 2013

Agenda

7:00 P.M.

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

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

3.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Purchase price, and payment terms for additional property adjacent to the Twelve Bridges Library, negotiated between representatives of Western Placer Unified School District and Sierra Community College District.

3.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Case No. SCV0032309, Western Placer Unified School District vs. City of Lincoln

3.3 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

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

3.4 PERSONNEL

a. Public Employee Discipline/Dismissal/Release

b. Public Employee Performance Evaluation
Superintendent

3.5 INTERDISTRICT ATTENDANCE APPEAL

a. Interdistrict Request Appeal 13/14 – 26

4. CONSENT AGENDA

NOTICE TO THE PUBLIC

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

4.1 Approval of Meeting Minutes for:

- September 3, & 17th, 2013 Regular Board of Trustee Meeting

4.2 Approval of Warrants

4.3 Classified Personnel Report

4.4 Certificated Personnel Report

Roll call vote:

5. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda, but within the board's subject matter jurisdiction. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2. Request forms for this purpose "Request to Address Board of Trustees" are located at the entrance to the Performing Arts Theater. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

October 1, 2013

Agenda**6. REPORTS & COMMUNICATION**

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

7. PUBLIC HEARING**Public Hearing re Sufficient Instructional Materials**

Education Code 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks or instructional materials for students in each of its schools. A ten-day notice of the public hearing is required. Notices of Public Hearing were sent to news media and to our local schools on September 10, 2013. Our Public Hearing will be held on October 1, 2013.

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 Performing Arts Theater. Request forms are to be submitted to the Board Clerk before each item is discussed.

8.1 Action RESOLUTION NO. 13/14.8 RE INSTRUCTIONAL MATERIALS –

Boyle (13-14 G & O Component I, II, III, IV, V)

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

Roll call vote:

8.2 Discussion/ APPROVE BUDGET ALLOCATION - \$3,250 TOWARD PURCHASE
Action OF LIBRARY BOOK COLLECTIONS AT TWELVE BRIDGES

LIBRARY – Kilpatrick (13-14 G & O Component I, II, III, IV, V)

•At the last board meeting, the Friends of the Library group requested that the District provide matching funds of \$13,000 towards purchase of library book collections for the Twelve Bridges Library.

8.3 Action RESOLUTION 13/14.10 PURCHASE OF ACREAGE FROM
SIERRA JOINT COMMUNITY COLLEGE DISTRICT –

Leaman/Steer (13-14 G & O Component I, II, III, IV, V)

•This item is a Board of Trustees informational update on current Facilities projects and work that has taken place during the summer of 2013, as well as upcoming projects and pending legislation that will affect our District

Roll call vote:

8.4 Action STAR MOU – Boyle (13-14 G & O Component I, II, III, IV, V)

•The STAR (Science Theater Art Recreation) Program provides fee-based extended day services to students in grades Kindergarten through Grade 5 on several WPUSD campuses.

October 1, 2013

Agenda

8.5 Information/ Discussion **2013-14 DISTRICT GOALS AND OBJECTIVES – Leaman (13-14**
G&O Component I, II, III, IV, V)

- Draft 2013-14 objectives based on district goals are being presented to the board at this time.

8.6 Information/ Discussion **INTERDISTRICT AGREEMENTS/RESIDENCY BASED ON EMPLOYMENT REPORT – Leaman (13-14**
G&O Component I, II, III, IV, V)

- An interdistrict/Residency Based On Employment (RBOE) report will be presented to the Board. In addition to the attached report, it should be noted that there was dramatic decrease in board appeals, but the overall number of interdistrict approvals held at about the same average as past years.

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.

- Relationship with Sierra Community College
- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- October 15, 2013 7:00 P.M.**, Regular Meeting of the Board of Trustee – Lincoln Crossing Elementary School

11. ADJOURNMENT

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

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

Western Placer Unified School District

CLOSED SESSION AGENDA

Place: Lincoln High School – Main Office Conference Room

Date: Tuesday, October 1, 2013

Time: 6:05 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 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 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:

CONFERENCE WITH REAL PROPERTY
NEGOTIATOR

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard to Purchase price, and payment terms for additional property adjacent to the Twelve Bridges Library, negotiated between representatives of Western Placer Unified School District and Sierra Community College District.

RECOMMENDATION:

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

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

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

DISTRICT GLOBAL GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
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5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to the Existing Litigation of Case No. SCV0032309, Western Placer Unified School District vs. City of Lincoln.

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.

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Mary Boyle, Deputy Superintendent

Ryan Davis, Assistant Superintendent

of Personnel Services Audrey Kilpatrick,

Assistant Superintendent Business and Operations

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Ryan Davis

Assistant Superintendent
of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 1, 2013

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**

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

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

SUBJECT:

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/
RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Ryan Davis
Assistant Superintendent of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Public Employee Performance Evaluation -
Superintendent

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Board of Trustees

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Interdistrict Appeal

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will discuss disclose any action taken in closed session regarding the following transfer appeals:

- Interdistrict Request Appeal 13/14 – 26

ADMINISTRATION RECOMMENDATION:

Disclose any action taken.

CONSENT

AGENDA

ITEMS

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

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

Approval of Minutes:

- September 3 & September 17, 2013
Regular Board Meetings

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- September 3 & 17, 2013 Regular Board of Trustee Meeting

RECOMMENDATION:

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
September 3, 2013, 7:00 P.M.
Lincoln High School, Performing Arts Theater
790 J Street, Lincoln, CA 95648

MINUTES

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

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

Board Members Present:

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

Board Members Absent:

Paul Long, Member

Others Present:

Scott Leaman, Superintendent
Mary Boyle, Deputy Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Facilities
Ryan Davis, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Heather Steer, Facilities Coordinator
Jillian Loya, Student Representative
Jill Loya, Lincoln News Messenger

5:50 P.M. START

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

5:55 P.M.

2. **CLOSED SESSION** – Lincoln High School - Office Conference Room

- 2.1 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Purchase price, and payment terms for additional property adjacent to the Twelve Bridges Library, negotiated between representatives of Western Placer Unified School District and Sierra Community College District.

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

Case No. SCV0032309, Western Placer Unified School District vs. City of Lincoln

- 2.3 **CONFERENCE WITH LABOR NEGOTIATOR**

4.1.1

September 3, 2013

Minutes

Bargaining groups: WPTA & CSEA Negotiations

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

2.4 PERSONNEL

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

2.5 INTERDISTRICT ATTENDANCE APPEAL

- a. Interdistrict Request Appeal 13/14 – 23
- b. Interdistrict Request Appeal 13/14 – 24
- c. Interdistrict Request Appeal 13/14 – 25

7:00 P.M.

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

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

3.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Purchase price, and payment terms for additional property adjacent to the Twelve Bridges Library, negotiated between representatives of Western Placer Unified School District and Sierra Community College District.

No action taken

3.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Case No. SCV0032309, Western Placer Unified School District vs. City of Lincoln

No action taken

3.3 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

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

No action taken

3.4 PERSONNEL

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

No action taken

3.5 INTERDISTRICT ATTENDANCE APPEAL

- a. Interdistrict Request Appeal 13/14 – 23

4.1.2

September 3, 2013

Minutes

Motion by Mr. Haley, seconded Mr. Carras, and passed by a 4-0 vote to approve transfer appeal.

b. Interdistrict Request Appeal 13/14 – 24

Motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 4-0 vote to approve transfer appeal.

c. Interdistrict Request Appeal 13/14 – 25

Transfer appeal was withdrawn

4. CONSENT AGENDA

4.1 Approval of Meeting Minutes for:

- August 6, & 20th, 2013 Regular Board of Trustee Meeting

4.2 Approval of Warrants

4.3 Classified Personnel Report

4.4 Certificated Personnel Report

Motion by Mr. Armitage, seconded by Mr. Carras, and passed by a 4-0 roll call vote to approve the consent agenda with corrections to the August 20th minutes. Roll call vote: Haley, Carras, Armitage, Wyatt

5. COMMUNICATION FROM THE PUBLIC

No communication from the public

6. REPORTS & COMMUNICATION

6.1 Lincoln High School, Student Advisory – Jillian Loya reported the following:

- Link crew welcomed the freshman
- LHS Varsity had a scrimmage and won
- Volleyball is off to a nice start
- Held a Rally to welcome new students to the school
- Change in the semester schedule, many of the students like stripes, this allows students to go to the teachers for help
- Students seem to like the every other day schedule, we have more time to work on homework.
- Teachers are working with AP students so they're not overwhelmed
- New photography classes
- Back to School Night was a success
- Administration put on an assembly to go over new rules.
- Students gong online for assignments

6.2 Western Placer Teacher's Association – Tara McCroskey handed out cards with her contact information. WPTA had their first meeting of the year this past week. Administration is working on local control funding, and common core. The WPTA Dinner will be held prior to the next board meeting.

6.3 Western Placer Classified Employee Association – Mike Kimbrough. Jeanine Troxel was present but had no report.

4.1.3

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Minutes

- 6.4 Superintendent – Scott Leaman reported on the following:
- Schools are open
 - Back to School nights are going positive
 - Had a meeting at CCC regarding boundary area, and went well. Waiting for input from parents, and will schedule another meeting.
 - Currently forming a response to CSS, working with the business department on Local Controlled Funding Formula (LCFF).
 - Shared a plaque the district received from Horizon celebrating their 20 years of support from WPUSD.
 - LCFF - The district will not know how much money until February,
 - Will bring draft goals for 2013/2014 to the next meeting

7. ♦ACTION ♦DISCUSSION ♦INFORMATION**7.1 Information FACILITIES DEPARTMENTAL UPDATE SUMMER PROJECTS****2013 – Steer (13-14 G & O Component I, II, III, IV, V)**

- This item is a Board of Trustees informational update on current Facilities projects and work that has taken place during the summer of 2013, as well as upcoming projects and pending legislation that will affect our District

Heather Steer reported on the following:

>Summer Projects:

- ~Library – waiting on furniture
- ~TBMS Kitchen – everything is functioning
- ~Roof Repairs - completed
- ~GEMS – making changes in the front office

>Deferred Maintenance – working on a list

>State Funding: Looking at a state bond 2014, funding for future, and developer fees

>Prop 39 monies will go to districts for energy projects.

7.2 Action**RESOLUTION NO. 13/14.5 TO APPROVE THE WPUSD
COMMUNITY FACILITIES DISTRICT NO. 1 TAX REPORT
FISCAL YEAR 2013-14, AND LEVYING AND APPORTIONING
THE SPECIAL TAX AS PROVIDED THEREIN – Steer (13-14 G & O
Component I, II, III, IV, V)**

- Staff requests the Board of Trustees take action to approve the FY 2013-14 special tax levy for developed and undeveloped parcels within the Western Placer Unified School District's Community Facilities District No. 1. There are 4,237 parcels being levied for a total of \$3,317,072.66. A complete printout of parcels levied is available at the District Office and will be available at the Board of Trustees meeting.

Heather Steer presented annual tax for Community District No. 1 Resolution. Motion by Mr. Haley, seconded by Mr. Carras, and passed by a 4-0 roll call vote to approve Resolution No. 13/14.5 approving the Community Facilities District No. 1 tax report fiscal year 2013-14, and levying and apportioning the special tax. Roll call vote: Carras, Armitage, Haley, Wyatt

4.1.4

7.3 Action

**RESOLUTION NO. 13/14.6 TO APPROVE THE WPUSD
COMMUNITY FACILITIES DISTRICT NO. 2 TAX REPORT
FISCAL YEAR 2013-14, AND LEVYING AND APPORTIONING
THE SPECIAL TAX AS PROVIDED THEREIN – Steer (13-14 G & O
Component I, II, III, IV, V)**

•Staff requests the Board of Trustees take action to approve the FY 2013-14 special tax levy for developed and undeveloped parcels within the Western Placer Unified School District's Community Facilities District No. 2. There are 2,718 parcels being levied for a total of \$2,103,403.88. A complete print out of parcels levied is available at the District Office and will be available at the Board of Trustees meeting.

Heather Steer presented tax increase for Community District No. 2 Resolution. Motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 4-0 roll call vote to approve Resolution No. 13/14.6 approving the Community Facilities District No. 2 tax report fiscal year 2013-14, and levying and apportioning the special tax. Roll call vote: Armitage, Haley, Carras, Wyatt

7.4 Information/
Discussion **2012-13 FINAL GOALS AND OBJECTIVES REPORT – Leaman**
(13-14 G & O Component I, II, III, IV, V)

•The final goals and objective report for the 2012-13 school year will be presented to the Board.

Mr. Leaman presented the final report of the goals and objectives. He reviewed a few goals, and touched on additional changes to LHS. He will be speaking at a community meeting, and working with realtors. Draft goals for 2013-14 will be brought to the next board meeting.

8. **BOARD OF TRUSTEES**

8.1 **FUTURE AGENDA ITEMS**

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

- Relationship with Sierra Community College
- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update

8.2 **BOARD MEMBER REPORTS/COMMENTS**

Mr. Haley no report

Mr. Carras shared Tara mentioned setting up an annual BBQ.

Mr. Armitage had an opportunity to chaperon a Band event at TBMS

Mrs. Wyatt attended back to school night at LHS and CCC, also selling cow chip-bingo tickets.

Mr. Leaman shared Daniela Thompson is the new principal at TBMS, and Diane Duncan will be the interim at TBE

4.1.5

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Minutes

9. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤September 17, 2013 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School

10. ADJOURNMENT

There being no further business the meeting was adjourned at 7:44 p.m.

Kris Wyatt, President

Damian Armitage, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
September 17, 2013, 7:00 P.M.
Lincoln High School, Performing Arts Theater
790 J Street, Lincoln, CA 95648

MINUTES

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

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

Board Members Present:

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

Board Members Absent:

Paul Carras, Member

Others Present:

Scott Leaman, Superintendent
Mary Boyle, Deputy Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Facilities
Ryan Davis, Assistant Superintendent of Personnel Services
Carrie Carlson, Director of Business
Rosemary Knutson, Secretary to the Superintendent
Heather Steer, Facilities Coordinator
Jillian Loya, Student Representative
Jill Loya, Lincoln News Messenger

6:25 P.M. START

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

6:30 P.M.

2. **CLOSED SESSION** – Lincoln High School - Office Conference Room
 - 2.1 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Case No. SCV0032309, Western Placer Unified School District vs. City of Lincoln
 - 2.2 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent of Educational Services, Ryan Davis, Assistant Superintendent of

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Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations

**2.3 PERSONNEL
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

7:00 P.M.

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

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

3.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Case No. SCV0032309, Western Placer Unified School District vs. City of Lincoln

No action was taken

3.2 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

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

No action was taken

**3.3 PERSONNEL
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

No action was taken

4. CONSENT AGENDA

4.1 Classified Personnel Report

4.2 Certificated Personnel Report

4.3 Agreement for Internal Revenue Code Section 125 Services between Flex-Plan, Inc., and WPUSD.

Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 4-0 roll call vote to approve consent agenda as presented. Roll call vote: Haley, Long, Armitage, Wyatt

5. COMMUNICATION FROM THE PUBLIC

Jane Tahti spoke on behalf of Friends of the Library. She is here tonight because they need your help. Currently there is not one full time worker at the Twelve Bridges Library, everyone is part time there. There are many hours spent organizing books, and the budget for purchasing books is zero. The Library is currently closed on Fridays. During the summer, Fridays were staffed with volunteers. Children need a place to be challenged, so the Friends of the Library have agreed to match dollars, \$13,000.

4.1.8

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Viola Kuka is the treasurer of Friends of the library, and is also here to request from Friends of the Library. There is no budget for books, magazines, or DVDs. Friends have spent 33,000 dollars, and request that WPUUSD help in some way. October 1 deadline from the vendors. Ms. Kuka shared they are willing and able with 13,000.00, and could come back next month for the boards answer.

Mr. Leaman asked the board how they wanted to handle the request. There was some discussion regarding funds. The board recommended Mr. Leaman look into finding monies, and bring back the information at the October 1st board meeting.

Kiwanis Presentation Diane Branch with Lincoln Kiwanis presented \$10,500.00 in checks, giving \$1,500.00 to each of the seven elementary schools. The donations are for purchasing books for their libraries.

6. REPORTS & COMMUNICATION

6.1 Lincoln High School, Student Advisory – Jillian Loya reported the following:

- Our football team is currently 2-0
- Rally was very positive
- Volleyball is doing well
- Drama class is currently working on a play, “A Christmas story”
- LHS will be having a tailgate party this Friday, we play Wheatland

6.2 Western Placer Teacher’s Association – Tara McCroskey shared WPTA appreciated having dinner with Board of Trustees and Administrative staff.

6.3 Western Placer Classified Employee Association – Mike Kimbrough was not present.

6.4 Superintendent – Scott Leaman reported the following:

- Thanked WPTA for dinner tonight, shared it’s great for the board and staff to get together
- The position for TBE Principal is still posted, and will close next week.
- Receive a Virtual Academy petition Charter, administration will review
- Nice to see Lincoln come out in and support our football team

7. ♦ACTION ♦DISCUSSION ♦INFORMATION**7.1 Information COMMON CORE STATE STANDARDS – LITERACY ~ IT’S**

MORE THAN JUST ELA! – Boyle (13-14 G & O Component I, II, III, IV, V)

- This is the second in a series of Board and Community presentations on the Common Core State Standards (CCSS). CCSS, adopted by the State of California in 2010, reflect an enormous shift in instructional strategies and learning expectations on the parts of school districts and students.

Mary Boyle presented a power point on Common Core State Standards, Literacy.

Yvonne Brinkley spoke regarding the Common Core. She had concerns about books that would be purchased, and data collection.

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Mary Boyle assured her that all curriculum must be state approved, and the district would not be collecting any personal data.

7.2 Action

POSITION DESCRIPTION: COUNSELOR ON SPECIAL

ASSIGNMENT – PEER COACH – Boyle (13-14 G & O Component I, II, III, IV, V)

•As the District continues to build strong academic programs to serve all learners, the Special Education/General Education Workgroup identified support for general education teachers to meet the behavioral needs of both special education and general education students in their classrooms as a priority.

Mary Boyle discussed the peer coaching position, and reported the monies were received from the county office, but the district will have to match the \$50,000.00. This is something that the district would need to look into for funding. The job description would be the same as ours except for the addition of behavioral.

Motion by Mr. Haley, seconded by Mr. Long, and passed by the 4-0 vote to approve position description of counselor on special assignment – Peer Coach.

**7.3 Discussion/
Action**

**APPROVE RESOLUTION 13/14.7 TO ADOPT THE 2013-14
WESTERN PLACER UNIFIED SCHOOL DISTRICT GANN LIMIT**

– Kilpatrick (13-14 G & O Component I, II, III, IV, V)

•Shortly after Proposition 13, the 1978 Jarvis-Gann amendment was enacted. Proposition 4, adopted in November 1979, and established a constitutional limit on the allowable growth in state and local government spending.

Audrey Kilpatrick submitted the annual Resolution for the Gann Limit. Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 4-0 roll call vote approving Resolution 13/14.7, adopting the 2013-14 Western Placer Unified School District Gann Limit. Roll call vote: Long, Armitage, Haley, Wyatt

**7.4 Discussion/
Action**

**ADOPTION OF CLAD RESOLUTION NO. 13/14.9 TO ENSURE
THAT ALL WPUSD TEACHERS ARE APPROPRIATELY
CREDENTIALLED TO TEACH STUDENTS WHO ARE ENGLISH
LEARNERS** – Davis (13-14 G & O Component I, II, III, IV, V)

•The Western Placer Unified School District working together with the staff and the Western Placer Teacher Association has made great strides in working towards having an instructional staff that is appropriately credentialed to teach English Learner students. There remains a very small number within the staff that have yet to obtain the appropriate CLAD or equivalent credential for teaching English Learners.

Ryan Davis presented Resolution 13/14.9 ensuring that all WPUSD teachers will continue to have the appropriate credential within the timeline. The district will work with teachers to be credentialed English Learners. Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 4-0 vote to approve Resolution 13/14.9 ensuring that all WPUSD teachers are appropriately credentialed to teach students who are English Learners. Roll call vote: Armitage, Haley, Long, Wyatt

4.1.10

7.5 Information **PRESENTATION OF THE ACTUARIAL STUDY OF THE DISTRICT'S RETIREE HEALTH BENEFITS – Kilpatrick (13-14 G & O Component I, II, III, IV, V)**

●In order to comply with Governmental Accounting Standards Board (GASB) Statement 45 the district must recognize its liability for the projected cost of future retiree health benefits. GASB 45 is the implementation of financial rule to account for the current and future costs of retiree health benefit obligations.

Audrey Kilpatrick reported on the actuarial study of the district retiree health benefits. She reviewed the cost to the district from 2011 to 2013, and explained we are using pay as you go. There is about 2 million set aside for future liabilities. This was information only.

7.6 Information **AYP/API UPDATE – Boyle (13-14 G & O Component I, II, III, IV, V)**

●California Department of Education (CDE) has released the 2013 Adequate Yearly Progress (AYP) and Academic Performance Index (API) scores for all districts and schools.

Mary Boyle reviewed the following on AYP/API:

- 95% of CA Districts receive Title I funds
- 65% of CA Schools receive Title I funds
- Proficiency rates for 2013 were 89% for ELA; 89.1% for Math for all subgroups (EL, SED, SWD, etc.)-not meeting targets for any subgroup for two years results for Title I schools and districts results in PI (Program Improvement) status
- Over 80% of Title I schools and districts receiving Title I funds are now in PO
- In Placer County, 9 districts are now in PI (including Rocklin, Roseville City, Roseville Joint, Placer Joint, Tahoe Truckee, Western Placer, etc.)
- In Placer County, 34 schools are not in PI
- California is one of only two states who have NOT received a waiver from federal requirements under ESEA (Elementary & Secondary Education Act)-NCLB (No Child Left Behind) – to offer relief from these unreasonable targets
- CORE (California Office to Reform Education) Waiver – Fresno, Long Beach, Los Angeles, Sac City, San Francisco, Santa Ana, Sanger and Oakland – collaborative waiver sought and received – unprecedented that it was granted to a “non state” – options for other districts to join CORE/CORE-like application

7.7 Information/ **PROJECT PROPOSAL FROM JOHNSON CONTROLS, INC –**

Discussion **Steer (13-14 G & O Component I, II, III, IV, V)**

●As the Board may recall, over the past year we have received a lot of information regarding the Project Development Agreement with Johnson Controls, Inc. While we have seen some changes to the original proposal due to financial and timing concerns, tonight Johnson Controls will present the final proposal to best work with our needs and financial concerns.

Mike Kosoloski with Johnson Control presented a power point to discuss the following:

- **Carlin C. Coppin:**
 - ~Deteriorating chiller and boiler system
 - ~Deteriorating Control system
 - ~Inability to balance air for temperature comfort
 - ~Student population growing
 - ~Lack of funding for improvements

4.1.11

- ~State Modernization eligibility stranded
- **Problems District-Wide:**
 - ~Programming of HVAC systems is out of date
 - ~Programming of some equipment not possible
 - ~HVAC equipment at Glen Edwards lacks proper airflow, and is very old
 - ~More efficient lighting is available for both indoor and outdoor
 - ~Computers absorbing larger and larger vampire load every year
 - ~Lack of funding for improvements
 - ~State Modernization eligibility for GEMS and LHS stranded
- **Proposed Project – C.C.Coppin:**
 - ~Replacement of Chiller with Individual Package HVAC
 - ~EMS upgrade and Computer Power management
 - ~Lighting Retrofit
 - ~Solar Shade Structures that collect solar energy
 - ~Reduce Payment to PG&E by \$24,000 annually
- **Proposed Project - District-Wide:**
 - ~Upgrade of HVAC at Glen Edwards MS
 - ~Energy Management System reprogramming and enhancement
 - ~Lighting Retrofit
 - ~Computer management
 - ~Reduce Payment to PG&E by \$203,000 annually

After some discussion Mr. Leaman recommended a couple of board members sit down with Johnson Controls to discuss options. It was suggested Mr. Armitage, Mr. Carras, Audrey Kilpatrick, Heather Steer, and a member from each of the associations meet to discuss the options that were presented this evening.

7.8 Discussion/ Action **APPROVAL OF THE 2012-13 UNAUDITED ACTUALS – Kilpatrick**
(13-14 G & O Component I, II, III, IV, V)

- The 2012-13 Unaudited Actuals are included for the Board of Trustees, and an executive summary of significant items is included below.

Audrey Kilpatrick reviewed 2012-13 unaudited actuals. Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 4-0 vote to approve the 2012-13 unaudited actions.

8. BOARD OF TRUSTEES

8.1 FUTURE AGENDA ITEMS

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

- Relationship with Sierra Community College
- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update

4.1.12

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8.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley had no report

Mr. Long great dinner tonight, and the LHS football is doing great

Mr. Armitage thanked WPTA for dinner, reported he attended the County meeting, to discuss boundaries.

Mrs. Wyatt thanked Tara for dinner, and reported the Lincoln Rotary is working with elementary schools to reward students who are reaching their AR goals. They have a chance to get a bike. Working on getting Kindle E-readers for the elementary schools, allowing the students to check out from the Library. The Lincoln Rotary is really into literacy.

9. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **October 1, 2013 7:00 P.M.**, Regular Meeting of the Board of Trustee – Lincoln High School

➤ **October 15, 2013 7:00 P.M.**, Regular Meeting of the Board of Trustee – Lincoln Crossing Elementary School

10. ADJOURNMENT

There being no further business the meeting was adjourned at 9:27 p.m.

Kris Wyatt, President

Kris Wyatt, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Warrants

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

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

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the September 3, 2013 board meeting.

RECOMMENDATION:

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

Checks Dated 09/20/2013					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85331187	09/20/2013	CITY OF LINCOLN	01-5540	5,033.91	
			01-5550	11,324.54	
			01-5570	38,788.57	55,147.02
85331188	09/20/2013	PACIFIC GAS & ELECTRIC CO	01-5510		30,190.03
85331189	09/20/2013	"DANIELSEN COMPANY, THE"	13-4380	211.34	
			13-4710	2,988.49	3,199.83
85331190	09/20/2013	CROWN DISTRIBUTING INC.	13-4710		690.28
85331191	09/20/2013	ED JONES FOOD SERVICE	13-4710		3,301.67
85331192	09/20/2013	PIZZA GUYS	13-4710		1,633.56
85331193	09/20/2013	PROPACIFIC FRESH	13-4710		450.05
85331194	09/20/2013	SARA LEE	13-4710		322.24
85331195	09/20/2013	SYSCO SACRAMENTO	13-4380	17.79	
			13-4710	851.57	869.36
85331196	09/20/2013	STEVEN BENJAMIN	25-8681		10.00
85331197	09/20/2013	Mary V. Boyle	01-4300		100.18
85331198	09/20/2013	Ramon I. Iniguez	01-5200		10.05
85331199	09/20/2013	Michael J. Kimbrough	01-5200		55.13
85331200	09/20/2013	Amy L. Pettersen	01-4300		44.06
85331201	09/20/2013	Amber N. Sanderson	01-5200		35.59
85331202	09/20/2013	Franklin W. Solander, Jr.	01-5200		42.54
85331203	09/20/2013	ACI SPECIALTY BENEFITS ACI ENTERPRISES INC	01-3901		2,475.00
85331204	09/20/2013	ACSA - PLACER CO. CHAPTER	01-5200	375.00	
			01-5300	1,000.00	1,375.00
85331205	09/20/2013	ADD SOME CLASS	21-4300		24,213.50
85331206	09/20/2013	ADVANCED INTEGRATED PEST	01-5800		1,218.00
85331207	09/20/2013	ALAN S BROOKS	40-6290		300.00
85331208	09/20/2013	AMERIPRIDE SERVICES INC	01-4300		67.03
85331209	09/20/2013	APPLE INC.	01-4300		75.25
85331210	09/20/2013	BANK OF AMERICA #0187	01-4300	704.68	
			01-5200	506.89	
			01-5800	195.00	
			21-5200	213.80	1,620.37
85331211	09/20/2013	C & S TELECOMMUNICATIONS INC	01-5600		165.00
85331212	09/20/2013	C.A.S.H. COALITION FOR	01-5300		448.00
85331213	09/20/2013	CAPITOL PUBLIC FINANCE GROUP	25-5800		11,512.50
85331214	09/20/2013	CSBA CA SCHOOL BOARDS ASSOC	01-5200		485.00
85331215	09/20/2013	CVPSG CENTRAL VALLEY PERSONNEL	01-5300		35.00
85331216	09/20/2013	DELTA EDUCATION INC	01-4100		1,009.34
85331217	09/20/2013	DIVERSE NETWORK ASSOCIATES	01-5800		739.92
85331218	09/20/2013	FAR WEST CONSTRUCTION INC.	01-5800		720.00
85331219	09/20/2013	FOLLETT EDUCATIONAL SERVICES	01-4100		7,823.90
85331220	09/20/2013	GOLD COUNTRY CLASSIFIED INC.	01-5800		225.00
85331221	09/20/2013	GRAINGER .	01-4300		39.56
85331222	09/20/2013	GRAYBAR ELECTRIC COMPANY INC	01-4300		497.29
85331223	09/20/2013	GUDGEL YANCEY ROOFING INC	01-6270		96,699.83
85331224	09/20/2013	HANDWRITING WITHOUT TEARS	01-4100	6,297.13	

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

ESCAPE ONLINE

Page 1 of 3

4.2.1

Checks Dated 09/20/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
			Unpaid Sales Tax	12.57-	6,284.56
85331225	09/20/2013	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		363.21
85331226	09/20/2013	KIMOCCHIS PLUSHY FEELY CORP.	01-4300		54.38
85331227	09/20/2013	LAMINATION DEPOT	01-4300		241.77
85331228	09/20/2013	LD PRODUCTS	25-4300		386.96
85331229	09/20/2013	LUIS FRASER DBA-DON'T TREAD ON ME REPTILE REMOVAL	01-5800		150.00
85331230	09/20/2013	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		997.50
85331231	09/20/2013	MEDICAL BILLING TECHNOLOGIES	01-5800		486.41
85331232	09/20/2013	ODYSSEY LEARNING CENTER, INC.	01-5800		3,016.05
85331233	09/20/2013	PITNEY BOWES CREDIT CORP	01-5600		1,996.00
85331234	09/20/2013	PLACER LEARNING CENTER	01-5800		24,528.19
85331235	09/20/2013	PRO-ED	01-4100	1,289.91	
			Unpaid Sales Tax	82.33-	1,207.58
85331236	09/20/2013	RAY MORGAN CO. / CHICO	01-4300		211.18
85331237	09/20/2013	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600	941.77	
			01-7438	46.39	
			01-7439	396.61	1,384.77
85331238	09/20/2013	SAC VAL JANITORIAL SALES	01-4300		3,829.69
85331239	09/20/2013	SAFARI MONTAGE	01-4300		13,977.50
85331240	09/20/2013	SIERRA OFFICE SUPPLIES &	01-4300		1,927.48
85331241	09/20/2013	SOUND & SIGNAL INC.	01-5600		545.00
85331242	09/20/2013	SUMMIT PROFESSIONAL EDUCATION	01-5200		1,341.00
85331243	09/20/2013	TARGET BANK	01-4300		80.67
85331244	09/20/2013	TRANE	01-5600		712.00
85331245	09/20/2013	WESTERN BLUE AN NWN COMPANY	01-4300	64.00	
			01-4400	1,546.65	1,610.65
85331246	09/20/2013	ZEP SALES & SERVICE	01-4300		14.66
85331247	09/20/2013	Sheila M. Bane	01-4300		23.68
85331248	09/20/2013	Jeffrey T. Dardis	13-4345	40.12	
			13-4380	84.74	124.86
85331249	09/20/2013	Cristin T. Herrera	01-4300		98.38
85331250	09/20/2013	Kevin D. Kurtz	01-4300		35.95
85331251	09/20/2013	Jennifer D. Nelson	01-4300		153.68
85331252	09/20/2013	Kristin N. Noriega	01-4300		135.58
85331253	09/20/2013	Lana M. Parr	01-4300		91.69
85331254	09/20/2013	Nancie C. Ross	01-4300		81.85
85331255	09/20/2013	Julie M. Van Zile	01-4300		86.92
85331256	09/20/2013	Melissa R. Waggoner	11-4300	12.21	
			12-4300	12.20	24.41
85331257	09/20/2013	Melissa B. Willes	01-4300		26.60
85331258	09/20/2013	ACADEMIC PLANNERS PLUS	01-4300		2,615.20
85331259	09/20/2013	ADD SOME CLASS	01-4300	416.64	
			01-4400	623.81	1,040.45
85331260	09/20/2013	BRAIN POP	01-4300		615.00

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

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Checks Dated 09/20/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85331261	09/20/2013	CALTRONICS BUSINESS SYSTEMS	01-5600		227.61
85331262	09/20/2013	COMMITTEE FOR CHILDREN	01-4300	1,052.42	
			Unpaid Sales Tax	73.42-	979.00
85331263	09/20/2013	COSTCO	01-4300		325.91
85331264	09/20/2013	CURRICULUM ASSOCIATES INC.	01-4200		717.89
85331265	09/20/2013	DE LAGE LANDEN	01-5600		320.35
85331266	09/20/2013	DISCOUNT MAGAZINE SUB SERVICE	01-4300		101.80
85331267	09/20/2013	EDUCATORS PUBLISHING SERVICE	01-4300		159.27
85331268	09/20/2013	KEVIN BRACY - DBA LIFE CHANGERS INTL.	01-5800		7,500.00
85331269	09/20/2013	LAKE SHORE LEARNING MATERIALS	01-4300		175.00
85331270	09/20/2013	LEGO EDUCATION	01-5300		343.51
85331271	09/20/2013	OFFICE DEPOT	01-4300	823.56	
			12-4300	278.37	1,101.93
85331272	09/20/2013	ORIENTAL TRADING COMPANY INC	01-4300	89.39	
			Unpaid Sales Tax	5.40-	83.99
85331273	09/20/2013	PLACER COUNTY WATER AGENCY	01-4300		100.93
85331274	09/20/2013	RAY MORGAN CO. / CHICO	01-5600		192.31
85331275	09/20/2013	REALLY GOOD STUFF	01-4300	442.47	
			Unpaid Sales Tax	27.40-	415.07
85331276	09/20/2013	SCHOLASTIC MAGAZINE	01-4300		143.55
85331277	09/20/2013	SCHOOL SPECIALTY INC	01-4300		90.70
85331278	09/20/2013	TARGET BANK	01-4300		52.22
85331279	09/20/2013	UNIVERSITY OF OREGON	01-4300		300.00
85331280	09/20/2013	WEST MUSIC	01-4300	290.25	
			Unpaid Sales Tax	20.25-	270.00
85331281	09/20/2013	WESTERN BLUE AN NWN COMPANY	01-4300		755.73
85331282	09/20/2013	WILLIAM JESSUP UNIVERSITY	01-5200		225.00
Total Number of Checks				96	<u>332,929.31</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	82	285,619.29
11	Adult Education Fund	1	12.21
12	Child Development Fund	2	290.57
13	Cafeteria Fund	8	10,591.85
21	Building Fund #1	2	24,427.30
25	Capital Facilities Fund	3	11,909.46
40	Spec Res For Capital Outlay	1	300.00
Total Number of Checks		96	333,150.68
Less Unpaid Sales Tax Liability			221.37-
Net (Check Amount)			<u>332,929.31</u>

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

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Checks Dated 09/13/2013					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85329816	09/13/2013	PACIFIC GAS & ELECTRIC CO	01-5510		81,297.43
85329817	09/13/2013	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85329818	09/13/2013	WAVE DIVISION HOLDINGS	01-5560		68.87
85329819	09/13/2013	Lauren M. Quinn	01-4300	25.53	
			01-5200	327.25	352.78
85329820	09/13/2013	"DANIELSEN COMPANY, THE"	13-4380	389.62	
			13-4710	5,348.72	
			Unpaid Sales Tax	5.10-	5,733.24
85329821	09/13/2013	CROWN DISTRIBUTING INC.	13-4710		641.68
85329822	09/13/2013	D & P CREAMERY	13-4710		4,742.81
85329823	09/13/2013	ED JONES FOOD SERVICE	13-4710		10,868.33
85329824	09/13/2013	MISSION UNIFORM SERVICE INC	13-4300		350.25
85329825	09/13/2013	PIZZA GUYS	13-4710		1,950.37
85329826	09/13/2013	PROPACIFIC FRESH	13-4710		504.65
85329827	09/13/2013	SARA LEE	13-4710		547.35
85329828	09/13/2013	SIERRA OFFICE SUPPLIES &	13-4300		98.81
85329829	09/13/2013	SYSCO SACRAMENTO	13-4380	233.21	
			13-4710	1,411.37	1,644.58
85329830	09/13/2013	Nicole R. Bartlett	01-4300		148.11
85329831	09/13/2013	Cecilia Bombard	01-4300		77.10
85329832	09/13/2013	Susan M. Borkowski	01-4300		50.85
85329833	09/13/2013	Dena Lucas	01-4300		24.99
85329834	09/13/2013	Kirsten L. Tucker	11-4300		52.29
85329835	09/13/2013	B&H PHOTO VIDEO	01-4300	1,515.05	
			01-4400	7,079.58	
			Unpaid Sales Tax	599.63-	7,995.00
85329836	09/13/2013	BURKETT'S OFFICE	01-4300		28,779.87
85329837	09/13/2013	CALTRONICS BUSINESS SYSTEMS	01-5600		162.43
85329838	09/13/2013	COASTAL ENTERPRISES	01-4300		5,395.43
85329839	09/13/2013	COUNCIL FOR ECONOMIC EDUCATION	01-4100		525.08
85329840	09/13/2013	CURRICULUM ASSOCIATES INC.	01-4300		150.99
85329841	09/13/2013	DISCOVERY OFFICE SYSTEMS	01-5600		20.27
85329842	09/13/2013	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5600		447.00
85329843	09/13/2013	HODGE PRODUCTS, INC.	01-4300		1,427.07
85329844	09/13/2013	LAKESHORE LEARNING MATERIALS	01-4300		221.29
85329845	09/13/2013	LEGO EDUCATION	01-4100		6,699.63
85329846	09/13/2013	MASE CENTER	01-5200		50.00
85329847	09/13/2013	MY BINDING.COM	01-4300		135.75
85329848	09/13/2013	NICKY'S COMMUNICATOR	01-4300	865.38	
			Unpaid Sales Tax	60.38-	805.00
85329849	09/13/2013	OFFICE DEPOT	01-4300	667.13	
			11-4300	18.62	685.75
85329850	09/13/2013	PCOE - PLACER CO OFFICE OF ED	01-4300		70.00
85329851	09/13/2013	PLACER COUNTY WATER AGENCY	01-4300		196.15
85329852	09/13/2013	REALLY GOOD STUFF	01-4300	210.02	
			Unpaid Sales Tax	13.07-	196.95

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Checks Dated 09/13/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85329853	09/13/2013	RENAISSANCE LEARNING INC.	01-5800		14.06
85329854	09/13/2013	RISO PRODUCTS OF SAC INC	01-4300	356.36	
			01-5600	1,716.00	2,072.36
85329855	09/13/2013	SACRAMENTO CO OFFICE OF ED.	01-5200		179.00
85329856	09/13/2013	SCHOOL SPECIALTY INC	01-4300		371.58
85329857	09/13/2013	SIERRA HAY & FEED	01-4300		104.26
85329858	09/13/2013	SPORTIME FITNESS & SPORT	01-4300		162.49
85329859	09/13/2013	STARLAB	01-4300	42.14	
			Unpaid Sales Tax	2.24-	39.90
85329860	09/13/2013	TEACHER'S DISCOVERY	01-4300	105.82	
			Unpaid Sales Tax	6.59-	99.23
85329861	09/13/2013	THEATREWORKS/USA BOX OFFICE	01-5800		1,056.00
85329862	09/13/2013	TIMOTHY DEAN WILLIAMS DBA: CREATIVE SOULS	11-5800		80.00
85329863	09/13/2013	US BANK BUSINESS EQUIPMENT	01-5600		991.38
85329864	09/13/2013	WAYSIDE PUBLISHING	01-4100	331.79	
			Unpaid Sales Tax	22.29-	309.50
85329865	09/13/2013	WESTERN BLUE AN NWN COMPANY	01-4300		508.48
85329866	09/13/2013	Mary V. Boyle	01-4300		182.16
85329867	09/13/2013	Rosemary Knutson	01-5200		16.95
85329868	09/13/2013	Frankie J. Mercier	01-9550		255.80
85329869	09/13/2013	Anayat Sharife	01-5200		28.14
85329870	09/13/2013	A-Z BUS SALES INC	01-4365		370.90
85329871	09/13/2013	ACSA ASSOC OF CALIF SCHOOL ADMINISTRATORS	01-5200		750.00
85329872	09/13/2013	APPROVED SAFE & LOCK	01-4300		548.86
85329873	09/13/2013	C & S TELECOMMUNICATIONS INC	01-5600		220.00
85329874	09/13/2013	CALIFORNIA TRANSITION ALLIANCE	01-5200		250.00
85329875	09/13/2013	CITRUS HEIGHTS SAW & MOWER	01-4365		652.41
85329876	09/13/2013	CSBA CA SCHOOL BOARDS ASSOC	01-5300		2,500.00
85329877	09/13/2013	DAWSON OIL COMPANY	01-4345		6,405.39
85329878	09/13/2013	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		957.83
85329879	09/13/2013	Flex-Plan Services, Inc.	01-5800		143.00
85329880	09/13/2013	FOLLETT EDUCATIONAL SERVICES	01-4100		4,412.33
85329881	09/13/2013	GRAINGER .	01-4300		334.76
85329882	09/13/2013	HOUGHTON MIFFLIN COMPANY	01-4100		70.41
85329883	09/13/2013	JABBERGYM INC.	01-5800		712.50
85329884	09/13/2013	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		1,311.00
85329885	09/13/2013	LINCOLN ACE HARDWARE/MAINT	01-4300		78.68
85329886	09/13/2013	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		598.50
85329887	09/13/2013	MAYER-JOHNSON LLC	01-4300	428.92	
			Unpaid Sales Tax	29.92-	399.00
85329888	09/13/2013	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,043.00
85329889	09/13/2013	N2Y	01-4300		149.00

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Checks Dated 09/13/2013					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85329890	09/13/2013	O'REILLY'S AUTO PARTS O'REILLY AUTOMOTIVE, INC.	01-4365		183.96
85329891	09/13/2013	PEARSON SCOTT FORSEMAN	01-4100		2,334.95
85329892	09/13/2013	PITNEY BOWES CREDIT CORP	01-4300		86.80
85329893	09/13/2013	PLACER COUNTY AIR POLLUTION	01-5800		3,031.16
85329894	09/13/2013	PLATT ELECTRIC SUPPLY, INC.	01-4300		54.85
85329895	09/13/2013	RAY MORGAN CO. / CHICO	01-5600		14.94
85329896	09/13/2013	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		780.47
85329897	09/13/2013	RSD - REFRIGERATION SUPPLIES	01-4300		703.29
85329898	09/13/2013	SAC VAL JANITORIAL SALES	01-4300		7,180.14
85329899	09/13/2013	SAFETY-KLEEN SYSTEMS INC	01-5800		2,828.72
85329900	09/13/2013	SIERRA FOOTHILLS ACADEMY	01-5800		1,663.24
85329901	09/13/2013	SIERRA OFFICE SUPPLIES &	01-4300		685.78
85329902	09/13/2013	STATE OF CALIF DEPT OF REHAB	11-8290		23,360.00
85329903	09/13/2013	STATE OF CALIFORNIA - DOJ	01-5821		352.00
85329904	09/13/2013	TAG / AMS INC	01-5800		125.00
85329905	09/13/2013	UNIVERSAL SPECIALTIES, INC.	01-4300		110.90
85329906	09/13/2013	WESTERN BLUE AN NWN COMPANY	01-4300		204.25
85329907	09/13/2013	WESTERN PLACER WASTE	01-5540		156.86
85329908	09/13/2013	WILCO SUPPLY	01-4300		132.08
85329909	09/13/2013	WILSON WAY TIRE CO. INC.	01-4360		935.74
85329910	09/13/2013	ZEP SALES & SERVICE	01-4300		2,561.77
Total Number of Checks				95	240,318.04

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	82	190,459.18
11	Adult Education Fund	4	23,510.91
13	Cafeteria Fund	10	27,087.17
Total Number of Checks		95	241,057.26
Less Unpaid Sales Tax Liability			739.22-
Net (Check Amount)			240,318.04

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

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Checks Dated 09/06/2013					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85328533	09/06/2013	CROWN DISTRIBUTING INC.	13-4710		841.70
85328534	09/06/2013	GOLDEN STATE EQUIPMENT REPAIR	13-5600		1,295.67
85328535	09/06/2013	NUTRIKIDS HEARTLAND PAYMENT	13-5800		4,470.00
		SYSTEMS INC			
85328536	09/06/2013	PIZZA GUYS	13-4710		982.65
85328537	09/06/2013	RAY MORGAN CO. / CHICO	01-4300		241.85
85328538	09/06/2013	SYSCO SACRAMENTO	13-4380		107.24
85328539	09/06/2013	WPUSD PETTY CASH FUND	01-5800	45.00	
			13-4300	1,425.00	
			21-5800	25.00	1,495.00
85328540	09/06/2013	KAREN ALVAREZ	73-5850		100.00
85328541	09/06/2013	NATHAN DRIGGS	73-5850		200.00
85328542	09/06/2013	Rosa E. Castro	12-4300		155.03
85328543	09/06/2013	Jennifer A. Clark	01-4300		45.00
85328544	09/06/2013	Jamie-Marie F. Cruice	01-4300		14.90
85328545	09/06/2013	Sara J. Hodgen	01-5200		1,494.29
85328546	09/06/2013	Jo Ann Kight	01-4300		82.22
85328547	09/06/2013	Kevin D. Kurtz	01-4300		92.21
85328548	09/06/2013	Jessica L. Rogers	01-5200		1,037.83
85328549	09/06/2013	Pamela S. Soha	01-4300		365.24
85328550	09/06/2013	Kelli M. Willard	01-4300		117.41
85328551	09/06/2013	BIO RAD LAB	01-4300		284.79
85328552	09/06/2013	CHEVRON	01-4300		84.14
85328553	09/06/2013	ERIC HARDER DBA - PRECISION FLOORING	01-4300		400.00
85328554	09/06/2013	LINGUI SYSTEMS INC	01-4300	143.88	
			Unpaid Sales Tax	10.03-	133.85
85328555	09/06/2013	NAESP	01-5300		235.00
85328556	09/06/2013	OFFICE DEPOT	01-4300	1,160.19	
			11-4300	104.29	1,264.48
85328557	09/06/2013	ORIENTAL TRADING COMPANY INC	01-4300	77.40	
			Unpaid Sales Tax	5.40-	72.00
85328558	09/06/2013	PACIFIC ENVIRONMENTAL	01-5800		500.00
85328559	09/06/2013	PITNEY BOWES CREDIT CORP	01-5600		118.56
85328560	09/06/2013	POSTMASTER / PRESCHOOL	11-4300	96.00	
			12-4300	96.00	192.00
85328561	09/06/2013	RAY MORGAN CO. / CHICO	01-4300	298.68	
			01-5600	33.70	332.38
85328562	09/06/2013	REALLY GOOD STUFF	01-4300	201.97	
			Unpaid Sales Tax	12.57-	189.40
85328563	09/06/2013	RED SCHOOLHOUSE SOFTWARE	01-5800		29,775.00
85328564	09/06/2013	RISO PRODUCTS OF SAC INC	01-4300		320.46
85328565	09/06/2013	SCHOOL SPECIALTY - PRMR AGNDA	01-4100		5,282.55
85328566	09/06/2013	SIERRA SAFETY COMPANY INC	01-4300		10.21
85328567	09/06/2013	SPRINGVIEW MIDDLE SCHOOL F.I.S.A.L.	01-5300		1,102.00
85328568	09/06/2013	STANTON'S SHEET MUSIC	01-4300	235.74	
			Unpaid Sales Tax	15.52-	220.22
85328569	09/06/2013	STAR EDUCATION	12-5800		100.00

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

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Checks Dated 09/06/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85328570	09/06/2013	SUPER 8 MOTEL	01-5800		254.76
Total Number of Checks				38	54,010.04

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	28	44,054.98
11	Adult Education Fund	2	200.29
12	Child Development Fund	3	351.03
13	Cafeteria Fund	6	9,122.26
21	Building Fund #1	1	25.00
73	Foundation Trust	2	300.00
Total Number of Checks		38	54,053.56
Less Unpaid Sales Tax Liability			43.52-
Net (Check Amount)			54,010.04

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

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Checks Dated 09/04/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85328016	09/04/2013	BANK OF AMERICA #0187	01-5200		1,089.75
85328017	09/04/2013	DELTA EDUCATION INC	01-4100		729.03
85328018	09/04/2013	FOLLETT EDUCATIONAL SERVICES	01-4100		952.66
85328019	09/04/2013	GEARY PACIFIC SUPPLY	01-4300		723.88
85328020	09/04/2013	HD SUPPLY FACILITIES MAINTENANCE, LTD.	01-4300		212.79
85328021	09/04/2013	PEARSON SCOTT FORSEMAN	01-4100		18,749.53
Total Number of Checks				6	22,457.64

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	6	22,457.64
	Total Number of Checks	6	22,457.64
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		22,457.64

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

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Checks Dated 08/30/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85327397	08/30/2013	"DANIELSEN COMPANY, THE"	13-4380	332.27	
			13-4710	5,259.94	
			Unpaid Sales Tax	5.88-	5,586.33
85327398	08/30/2013	BERNARD FOOD INDUSTRIES	13-4710		566.22
85327399	08/30/2013	CROWN DISTRIBUTING INC.	13-4710		595.14
85327400	08/30/2013	ED JONES FOOD SERVICE	13-4710		5,593.98
85327401	08/30/2013	GOLDEN STATE EQUIPMENT REPAIR	13-5600		2,212.69
85327402	08/30/2013	HOME DEPOT	01-4300		29.11
85327403	08/30/2013	PIZZA GUYS	13-4710		1,518.01
85327404	08/30/2013	PROPACIFIC FRESH	13-4710		313.65
85327405	08/30/2013	RAY MORGAN CO. / CHICO	01-4300	319.65	
			01-5600	319.65	639.30
85327406	08/30/2013	S & S WORLDWIDE	01-4300		242.78
85327407	08/30/2013	SAFEWAY INC	01-4300		322.05
85327408	08/30/2013	SARA LEE	13-4710		431.88
85327409	08/30/2013	SCHOOL SPECIALTY INC	01-4300		228.38
85327410	08/30/2013	SEVEN UP BOTTLING CO OF SF	13-4710		807.20
85327411	08/30/2013	SYSCO SACRAMENTO	13-4380	387.14	
			13-4710	769.24	1,156.38
85327412	08/30/2013	TARGET BANK	01-4300		21.26
85327413	08/30/2013	ANGELA CONWAY	13-4710		11.95
85327414	08/30/2013	CASEY HAAS	13-4710		34.25
85327415	08/30/2013	ERWIN DORIA	13-4710		50.00
85327416	08/30/2013	JASON & TARA ROGERS	11-9650		80.00
85327417	08/30/2013	TOM & LINDSAY STANLEY	11-9650		80.00
85327418	08/30/2013	Audrey K. Kilpatrick	01-5200		20.00
85327419	08/30/2013	Deanna J. Lagussi	01-5200		62.50
85327420	08/30/2013	Jessica L. Rogers	01-4300		20.46
85327421	08/30/2013	ALPHA CARD	01-4300		51.66
85327422	08/30/2013	C & S TELECOMMUNICATIONS INC	01-5600		385.00
85327423	08/30/2013	CITY OF LINCOLN/NON UTILITY	01-5800		45.00
85327424	08/30/2013	DANIEL W. GRIFFEN DBA DANG ELECTRIC	21-5800		5,500.00
85327425	08/30/2013	DELTA EDUCATION INC	01-4100		3,221.54
85327426	08/30/2013	ERIC WERVE	49-4300		326.95
85327427	08/30/2013	FISHMAN SUPPLY COMPANY	01-4300		6,707.46
85327428	08/30/2013	FOLLETT EDUCATIONAL SERVICES	01-4100		703.74
85327429	08/30/2013	GOLDEN STATE EQUIPMENT REPAIR	40-5600		844.93
85327430	08/30/2013	GRAINGER .	01-4300		493.72
85327431	08/30/2013	HCI AUDIOMETRICS	01-5800		349.88
85327432	08/30/2013	HOME DEPOT	01-4300		2,979.91
85327433	08/30/2013	HOUGHTON MIFFLIN COMPANY	01-4100		275.89
85327434	08/30/2013	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		983.25
85327435	08/30/2013	LEARNING SOLUTIONS INC	01-5800		225.63
85327436	08/30/2013	MCGRAW-HILL	01-4100		335.93
85327437	08/30/2013	POSTMASTER / SPECIAL ED.	01-4300		184.00

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

ESCAPE ONLINE

Page 1 of 3

Checks Dated 08/30/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85327438	08/30/2013	RAINFORTH GRAU ARCHITECTS	21-5800		393.75
85327439	08/30/2013	RAY MORGAN CO. / CHICO	01-4300		456.89
85327440	08/30/2013	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600	161.75	
			01-7438	48.35	
			01-7439	394.65	604.75
85327441	08/30/2013	SCHOOL FACILITY CONSULTANTS	25-5800		143.75
85327442	08/30/2013	SCHOOL SPECIALTY - FACILITIES	01-5600		16,675.15
85327443	08/30/2013	SCREENING FOR MENTAL	01-9500		655.00
85327444	08/30/2013	SIG EMPLOYEE BENEFITS TRUST	76-9554		587,274.85
85327445	08/30/2013	SOLOON FIRE CONTROL	40-5800		190.00
85327446	08/30/2013	TARGET BANK	01-4300		94.34
85327447	08/30/2013	UNIVERSAL SPECIALTIES, INC.	01-4300		83.73
85327448	08/30/2013	WESTERN BLUE AN NWN COMPANY	01-4300	118.25	
			01-4400	665.43	783.68
85327449	08/30/2013	Ersula M. Bombard	01-4300		107.98
85327450	08/30/2013	Jennifer A. Clark	01-4300		135.95
85327451	08/30/2013	Jamie-Marie F. Cruice	01-4300		151.90
85327452	08/30/2013	Therese M. Dorow	01-4300		30.41
85327453	08/30/2013	Margaret M. Hamrick	01-4300		13.74
85327454	08/30/2013	Kevin D. Kurtz	01-4300		218.36
85327455	08/30/2013	Holli A. Little	01-4300		107.98
85327456	08/30/2013	Laura C. Shye	01-4300		81.51
85327457	08/30/2013	Deanna L. Sousa	11-4300		32.46
85327458	08/30/2013	Susan G. Wagner	01-4300		42.39
85327459	08/30/2013	AIRGAS	01-4300		177.01
85327460	08/30/2013	BRAIN POP	01-4300		205.00
85327461	08/30/2013	DISCOVERY OFFICE SYSTEMS	01-4300		172.54
85327462	08/30/2013	ERIC WERVE	01-4300		711.74
85327463	08/30/2013	FULL COMPASS SYSTEMS	01-4300	176.86	
			01-4400	975.52	
			Unpaid Sales Tax	80.40-	1,071.98
85327464	08/30/2013	ILEARN	01-5800		12,500.00
85327465	08/30/2013	J.W. PEPPER & SON INC	01-4300		60.71
85327466	08/30/2013	LAKESHORE LEARNING MATERIALS	01-4300		441.86
85327467	08/30/2013	OFFICE DEPOT	01-4300		760.87
85327468	08/30/2013	REALLY GOOD STUFF	01-4300	72.13	
			Unpaid Sales Tax	4.27-	67.86
85327469	08/30/2013	RENAISSANCE LEARNING INC.	01-5800		4,839.00
85327470	08/30/2013	RISO PRODUCTS OF SAC INC	01-5800		425.00
85327471	08/30/2013	SCHOLASTIC BOOK CLUBS	01-4300		61.45
85327472	08/30/2013	SCHOOL SPECIALTY INC	01-4300		219.13
85327473	08/30/2013	STAPLES ADVANTAGE	01-4300	6,912.28	
			13-4300	548.76	7,461.04
85327474	08/30/2013	SURVEILLANCE SYSTEM INT	01-5800		837.63
85327475	08/30/2013	THE ACTIVE NETWORK INC	01-5800		2,070.00
85327476	08/30/2013	TROXELL COMMUNICATIONS	01-4300		483.75

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

ESCAPE ONLINE

Page 2 of 3

Checks Dated 08/30/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85327477	08/30/2013	WESTERN BLUE	AN NWN COMPANY 01-4400		681.55
85327478	08/30/2013	Norma P. Lazaro	01-4300		109.49
Total Number of Checks				82	<u>685,874.19</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	59	71,665.73
11	Adult Education Fund	3	192.46
13	Cafeteria Fund	14	19,432.32
21	Building Fund #1	2	5,893.75
25	Capital Facilities Fund	1	143.75
40	Spec Res For Capital Outlay	2	1,034.93
49	Mello Roos Capital Projects	1	326.95
76	Payroll Fund	1	587,274.85
Total Number of Checks		82	685,964.74
Less Unpaid Sales Tax Liability			90.55-
Net (Check Amount)			<u>685,874.19</u>

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

ESCAPE ONLINE

Page 3 of 3

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Ryan Davis
Assistant Superintendent, Personnel Services

ENCLOSURES:

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

October 1 2013

CLASSIFIED/MANAGEMENT

NEW HIRES

- | | | |
|----|--|---|
| 1. | Name: Carly Anderson
Position: Grant Funded Inst. Aide
Salary: Range 1, Step A
Hours: 3.5 Hours/Day
Days: 10 Months/Year | Effective: 9/16/13
Site: Creekside Oaks Elementary
Replacement |
| 2. | Name: Juanita Arias
Position: Food Service Assistant
Salary: CSEA, Range 12, Step B
Hours: 2 Hours/Day
Days: 10 Months/Year | Effective: 9/23/13
Site: Glen Edwards Middle
Replacement |
| 3. | Name: Joanne Atkins
Position: Instructional Aide
Salary: CSEA, Range 15, Step A
Hours: 1 Hours/Day
Days: 10 Months/Year | Effective: 9/23/13
Site: Carlin C. Coppin Elementary |
| 4. | Name: Kacie Freymond
Position: Campus/Café Supervisor
Salary: CSEA, Range 13, Step A
Hours: 1.5 Hours/Day
Days: 10 Months/Year | Effective: 9/24/13
Site: Twelve Bridges Elementary
Replacement |
| 5. | Name: Manual Nevarez
Position: Bus Driver, Sp. Needs
Salary: CSEA, Range 24, Step C
Hours: 4.66 Hours/Day
Days: 10 Months/Year | Effective: 9/13/13
Site: Transportation
Replacement |
| 6. | Name: Allie Suydam
Position: Intervention Service Provider
Salary: CSEA, Range 20, Step C
Hours: 3 Hours/Day
Days: 10 Months/Year | Effective: 9/30/13
Site: First Street School |

ADDITIONAL POSITION

- | | | |
|----|--|--|
| 1. | Name: Laree Quinn
Position: Instructional Aide
Salary: CSEA, Range 15, Step D
Hours: 3 Hours/Day
Days: 10 Months/Year | Effective: 9/24/13
Site: Carlin C. Coppin |
|----|--|--|

4.3.1

RESIGNATIONS

1. **Name:** Susan Boyd-Sutherland
 Position: Campus/Café Supervisor
 Site: Glen Edwards Middle School
 Hours: 2 Hours/Day
 Effective: 9/6/13

2. **Name:** Robin Reynolds
 Position: Food Service Assistant
 Site: Twelve Bridges Middle School
 Hours: 2 Hours/Day
 Effective: 9/13/13

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Ryan Davis

Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

October 1, 2013

CERTIFICATED/MANAGEMENT

NEW HIRE:

1. **Name:** Matthew Johnson
 Position: Special Education Teacher-Behavior Class
 FTE: 1.0
 Effective Date: September 20, 2013
 Site: Twelve Bridges Elementary

2. **Name:** Serena Snow
 Position: Temporary Math Teacher
 FTE: 1.0
 Effective Date: September 23, 2013
 Site: Glen Edwards Middle

3. **Name:** Karina Sofia
 Position: English Teacher
 FTE: .80 FTE
 Effective Date: September 23, 2013
 Site: Twelve Bridges Middle

Public

Hearing

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

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

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

SUBJECT:

Public Hearing re Sufficient
Instructional Materials

AGENDA ITEM AREA:

Public Hearing

REQUESTED BY:

Mary Boyle
Deputy Superintendent Educational Services

ENCLOSURES:

WPUSD Curriculum Adoptions

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Categorical Funds/LCFF

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

Education Code 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks or instructional materials for students in each of its schools. A ten-day notice of the public hearing is required. Notices of Public Hearing were sent to news media and to our local schools on September 10, 2013. Our Public Hearing will be held on October 1, 2013.

This notice has been sent to our local major print media and is posted as required.

RECOMMENDATION:

Hold Public Hearing re Sufficient Instructional Materials.

PLEASE POST

September 10, 2013

WESTERN PLACER UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Western Placer Unified School District will hold a public hearing at which the governing board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders. This hearing shall make a determination, through a resolution, as to whether each pupil in each school in programs operated by Western Placer Unified School District will have sufficient textbooks or instructional materials, or both, in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education (SBE):

1. Mathematics
2. Science
3. History-Social Science
4. Reading/Language Arts, including the English language development component of the adopted program.

A public hearing will be held October 1, 2013 at 7:00 p.m. in the Lincoln High School Theater. The Lincoln High School address is 790 J Street, Lincoln, CA.

The public hearing has been a requirement for the district to qualify for Instructional Materials Funds in the past and is expected to be a requirement during the 2013 - 2014 school year as we transition to new LCFF funding requirements.

Posted at Western Placer Unified School District Office: September 10, 2013
Posted at all District School Sites: September 10, 2013
Published In Lincoln News Messenger: September 19, 2013

7.1

INFORMATION

DISCUSSION

ACTION

ITEMS

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Resolution No. 13/14.8 re Instructional Materials

AGENDA ITEM AREA:

Action

REQUESTED BY:

Mary Boyle

ENCLOSURES:

Resolution

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Categorical Funding/LCFF

MEETING DATE:

October 1, 2013

ROLL CALL:

Yes

BACKGROUND:

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

Western Placer Unified School District has followed state requirements regarding the adoption of appropriate standards-aligned textbooks for grades K – 12 and provides sufficient textbooks and instructional materials in all core academic areas.

A Public Hearing was held on October 1, 2013 re this requirement.

ADMINISTRATION RECOMMENDATION:

Approve Resolution re Sufficient Textbooks and Instructional Materials for the 2013 – 2014 school year.

8.1

Resolution # 13/14.8
Education Code Section 60119
Resolution on Sufficiency of Instructional Materials

RESOLUTION REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS:

Whereas, the governing board of Western Placer Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 1, 2013, at seven o'clock, which is on or before the eighth week of school (between the first day that students attend school and the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics – (Adoption Cycle 2007 – 2009)
 - K – 5 HSP California Mathematics (Adopted 2009)
 - 6 – 7 Holt CA Math Pre-Algebra Courses 1 – 2 (Adopted 2009)
 - 7 – 8 McDougal Littell Algebra I (Adopted 2009)
 - 9 – 12 McDougal Littell Algebra; Glencoe/McGraw Hill PreCalculus (Adopted 2008); McDougal Littell (Geometry (Adopted 2008)
- Science – (Adoption Cycle 2006 – 2008)
 - K – 5 Delta Science/FOSS (Adopted 2007)
 - 6 – 8 Pearson Prentice Hall – Focus on Science for California (Adopted 2007)

8.1.1

- 9 – 12 Pearson Prentice Hall Biology (Adopted 2007); Kendall Hunt Biology – An Ecological Approach; Addison Wesley Chemistry (Adopted 2007); Kendall Hunt Forensic Science (Adopted 2007)
- History-Social Science – (Adoption Cycle 2005 – 2007)
 - K – 5 Pearson Scott Foresman History/Social Science for California (Adopted 2007)
 - 6 – 8 Holt Rinehart & Winston History Social Studies (Adopted 2006)
 - 9 – 12 McDougal Little World History (Adopted 2005); Glencoe McGraw Hill Economics; McDougal Little US History (Adopted 2006); Prentice Hall Comparative Politics (Adopted 2006)
- English/Language Arts, including the English language development component of an adopted program – (Adoption Cycle 2008 – 2010)
 - K – 5 Houghton Mifflin Reading Language Arts (Adopted 2002); K-5 Medallions (Adopted 2010); (State Waiver 2010)
 - 6 – 8 Holt Rinehart & Winston Literature and Language Arts (Adopted 2002) (State Waiver 2010)
 - 9 – 12 McDougall Little The Language of Literature (Adopted 2002) (State Waiver 2010)

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2013 – 2014 school year, the Western Placer Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS October 1, 2013, By the Governing Board of Western Placer Unified School of Placer County, California

I, _____, Clerk of the Governing Board of Western Placer Unified School District of Placer county, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a public School Board Meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk)

(Date)

8.1.2

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approve Budget Allocation - \$3,250 Toward
Purchase of Library Book Collections at
Twelve Bridges Library.

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent, Business & Operations

ENCLOSURES:

No

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Unrestricted Lottery Funds –
General Fund

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

Yes

BACKGROUND:

At the last board meeting, the Friends of the Library group requested that the District provide matching funds of \$13,000 towards purchase of library book collections for the Twelve Bridges Library. At that time the board asked that administration review this request and bring forward a recommendation of a budget allocation from the District towards purchase of library collections at Twelve Bridges Library at the next board meeting.

At this time staff is recommending that the board approve an allocation of \$3,250 from Unrestricted Lottery carryover funds to support the purchase of library books for the Twelve Bridges Library. This allocation represents the District's agreement of percentage share (15%) of the operational support costs for Twelve Bridges Library.

RECOMMENDATION:

Administration recommends the Board of Trustees approve budget allocation of \$3,250 towards the purchase of library book collections at Twelve Bridges Library.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Resolution 13/14.10 Purchase of
Acreage from Sierra Joint Community
College District

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman, Superintendent
Heather Steer, Facilities Coordinator

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities Fund 35

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

Yes

BACKGROUND:

The site previously known as the Twelve Bridges Learning Center was originally intended to serve as a three partner site which would include full joint use facilities consisting of; City Library, Twelve Bridges High School, and a Sierra College campus.

Sierra Joint Community College District found, however, that construction of a campus in the Lincoln area was no longer feasible and expressed a desire to sell their portion of land that is adjacent to our current Twelve Bridges High School site (APN 329-020-043).

As we had ownership of only 26 +/- acres, it became apparent that the only way to be able to construct a complete high school in the future would be to come to an agreement of purchase with Sierra Joint Community College District.

As such, the attached Purchase Agreement and Resolution Approving the Real Property and Related Actions are being presented for Board of Trustee approval.

RECOMMENDATION:

Staff requests that the Board of Trustees consider the Purchase Agreement with Sierra Joint Community College District and approve Resolution 13/14.10 for Acquisition of Real Property.

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
WESTERN PLACER UNIFIED SCHOOL DISTRICT APPROVING THE
ACQUISITION OF REAL PROPERTY AND RELATED ACTIONS**

RESOLUTION NO. 13/14.10

WHEREAS, the Governing Board (the "Board") of the Western Placer Unified School District (the "District") has determined that the need exists for a new school site within the boundaries of the District; and

WHEREAS, Sierra Joint Community College District ("Sierra"), the owner of certain real property identified as APN No. 329-020-043 in Placer County, has expressed a willingness to sell such real property (the "Site") to the District to accommodate the new school facility; and

WHEREAS, the District and Sierra intend to enter into a purchase agreement for the purchase of the Site by the District (the "Purchase Agreement"); and

WHEREAS, the District has performed a study to determine the suitability of the Site for public school facilities and will continue to perform further studies prior to the close of escrow; and

WHEREAS, the District has determined that all actions to be undertaken have been completed and that all necessary approvals have been obtained that are prerequisites to the execution of the Purchase Agreement; and

WHEREAS, pursuant to the terms of the Purchase Agreement further actions must be completed and additional necessary approvals must be obtained in order to close escrow; and

WHEREAS, it is the intent of the District to authorize all actions necessary to execute the Purchase Agreement and to acquire title to the Site in the name of, and on behalf of the District for a public school facility.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Western Placer Unified School District as follows:

Section 1. The above recitals are true and correct.

Section 2. The Board hereby approves the Purchase Agreement for the Site, in substantially the form presented to the Board, and hereby authorizes such additions or modifications as are necessary to complete the acquisition of the Site by the District, including any additional escrow instructions consistent with the terms and conditions of said Purchase Agreement.

Section 3. The Board authorizes the Superintendent or his designee to take all necessary action, to perform any analysis and to execute any and all documentation and certifications necessary to complete the acquisition of the Site on behalf of the District.

Section 4. The Board further authorizes the Superintendent or his designee to take all necessary action to record the grant deed for the Site on behalf of the District.

Section 5. The Board requests the County Recorder for the County of Placer to record the grant deed for the Site to the real property (as described in the Purchase Agreement) and to record any and all additional documentation to complete the acquisition of the Site by the District, including, but not limited to, a Notice of Acceptance or Certificate of Acceptance or such similar documentation as is necessary to authorize recording of the grant deed for the Site in the name of, and on behalf of the District.

Section 6. The Superintendent or his designee is hereby further authorized and directed to take all necessary actions and to prepare, on behalf of the District, any other documentation necessary to carry out the intent of this resolution. Any action heretofore taken by the Superintendent or his designee, on behalf of the District, that is in conformity with the purposes and intent of this resolution is hereby approved and confirmed.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Western Placer Unified School District this 1st day of October, 2013, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

President, Governing Board
Western Placer Unified School District

ATTEST:

Secretary, Governing Board
Western Placer Unified School District

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") is made this ____ day of _____, 2013 ("Effective Date"), by and between **Sierra Joint Community College District**, a California Community College District ("Seller"), and the **Western Placer Unified School District**, a California School District ("Purchaser"), collectively referred to as the "Parties" and singularly as "Party," with reference to the following facts:

RECITALS

- A. Seller is the owner of approximately 38.6 acres of unimproved real property located in the City of Lincoln, County of Placer, State of California, APN No. 329-020-043, which property is more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property"). The Property is comprised of two parcels, identified as "Parcel 1" and "Parcel 2," on the schematic design map attached hereto and incorporated herein as Exhibit B.
- B. When the Seller acquired the Property, the Parties intended the Property to be part of a cooperative educational campus, with Parcel 1 utilized by the Seller for a college extension campus and Parcel 2 to be sold by Seller to Purchaser for use as a high school campus.
- C. To accomplish this goal, the Parties entered into a Purchase and Sale Agreement dated February 10, 2004 ("Parcel 2 PSA"), which contemplated the sale of Parcel 2 from Seller to Purchaser; however, the terms of the Parcel 2 PSA have never been completed by the Parties.
- D. Seller has now determined that it does not require any portion of the Property, including Parcel 1, for construction of a college extension campus.
- E. Purchaser has determined that it requires a site larger than Parcel 2 for construction of a comprehensive high school.
- F. Seller desires to sell the entire Property, inclusive of Parcel 1 and Parcel 2, to Purchaser, subject to the terms and conditions set forth in this Agreement, which are intended to supersede the terms of the Parcel 2 PSA.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration moving between Parties, Seller and Purchaser agree as follows:

AGREEMENT

1. **PROPERTY**. Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to purchase the Property from Seller, subject to the terms and conditions set forth in this Agreement. Purchaser shall acquire the Property in its "AS-IS" condition by a fully executed Grant Deed as set forth in the form attached at Exhibit C ("Grant Deed") and shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the exact area and size of the Property, the physical, environmental, and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, debris, or other structures located on, under or about the Property. Except as expressly set forth herein, Seller makes no representation or warranty concerning the physical, environmental, geotechnical, or other condition of the Property, the suitability of the Property for the Purchaser's school site, or

the present use of the Property, and specifically disclaims all representations or warranties of any nature concerning the Property made by Seller and its employees, agents and representatives. The foregoing disclaimer includes, without limitation, topography, climate air, water rights, utilities, present and future zoning, soil, subsoil, existence of Hazardous Materials (as defined below) or similar substances, the purpose for which the Property is suited, or drainage. The Seller makes no representation or warranty concerning the compaction of soil upon the Property, nor the suitability of the soil for construction.

2. DEPOSIT AND PURCHASE PRICE.

2.1 Deposit. On the opening of Escrow as provided in Section 3, Purchaser shall deposit into Escrow the sum of Six Hundred Thousand Dollars (\$600,000.00) (the "Deposit"), which shall be released by Escrow Holder to Seller upon satisfaction of the conditions set forth in section 5 relating to the Purchaser's approval or waiver of exceptions to title. The Deposit shall, except in the event of a default or breach of this Agreement by Seller, or unless otherwise provided in Section 14, be non-refundable. The Deposit shall apply to the Purchase Price at the Close of the Escrow. In the event of a default or breach of this Agreement by Purchaser, the Deposit shall constitute liquidated damages as provided in Section 14.2.

2.2 Purchase Price. If the Close of Escrow occurs by October 15, 2013, the purchase price for the Property shall be Two Million Nine Hundred Nineteen Thousand Dollars (\$2,919,000) ("Purchase Price"), which is equal to seventy percent (70%) of the appraised value of Four Million One Hundred Seventy Thousand Dollars (\$4,170,000) set forth in the appraisal for the Property completed by Seevers, Jordan and Ziegenmeyer on April 5, 2013 ("Original Appraisal"). If the Close of Escrow occurs after October 15, 2013, the Purchaser, at its cost, shall within six months prior to the Close of Escrow, obtain an updated appraisal from Seevers, Jordan and Ziegenmeyer, which shall identify the fair market value for the property ("Updated Appraised Value") in the same manner as the Original Appraisal. If the Close of Escrow occurs after October 15, 2013, the Purchase Price for the Property shall be the greater of Two Million Nine Hundred Nineteen Thousand Dollars (\$2,919,000) or seventy percent (70%) of the Updated Appraised Value. The Purchase Price, less the Deposit, Option Fee (as that term is defined in Option Agreement between the Parties dated December 18, 2012), and Extension Fees (as defined in Section 3, below), shall be paid by Purchaser to Seller in cash or cash equivalent at Close of Escrow, as provided by Section 8.3. Collectively, the Deposit, Option Fee and Extension Fees are the "Good Faith Deposits."

3. ESCROW. Within two (2) business days following the execution of this Agreement, the fully executed Agreement shall be deposited into Escrow by Purchaser with Placer Title Company, located at 2150 Douglas Boulevard, Suite 260, Roseville, California ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The Parties agree to execute all further escrow instructions required by Escrow Holder, which further instructions shall be consistent with this Agreement. "Close of Escrow" or "Closing Date" is defined to be the date the Grant Deed from Seller to Purchaser for the Property is recorded in the Office of the Placer County Recorder. The Close of Escrow shall occur on or before June 30, 2018. Purchaser may, in its sole discretion, extend the date for Close of Escrow on an annual basis thereafter, up to a total of five (5) additional one-year periods, by giving Seller written notice no later than ninety (90) days prior to the Close of Escrow and depositing Ten Thousand Dollars (\$10,000) into Escrow as consideration for each year that it extends escrow (collectively, "Extension Fees"). Upon payment of each Extension Fee, Close of Escrow shall be deemed extended to the date that is one (1) year additional to the date most recently established as Close of Escrow.

4. CONDITIONS PRECEDENT TO THE CLOSE OF ESCROW. The obligation of the Purchaser and the Seller to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of the conditions contained herein. The Purchaser and the Seller agree that each will, in good faith, endeavor to remove all contingencies and conditions that are within its control. The Purchaser and Seller may also agree to waive such conditions precedent to facilitate Close of Escrow. Such waiver shall only be by written agreement of both Parties. The following are conditions precedent to the Close of Escrow:

4.1 The physical condition of the Property must be substantially the same on the Closing Date as on the Effective Date of this Agreement, except for reasonable wear and tear, and Seller shall not have caused any event to occur or condition to arise that materially and adversely affects all or any part of the Property or its current or prospective operation, use or occupancy;

4.2 Purchaser shall complete any environmental review documentation required for approval of the contemplated school project pursuant to the California Environmental Quality Act;

4.3 Purchaser shall obtain approval of site's suitability for school related operations by all necessary state agencies, including, but not limited to, State of California Department of Toxic Substances Control and the State Department of Education;

4.4 Purchaser shall have received all of the proper entitlements, approvals, and permits to conduct the contemplated school-related operations on the Property;

4.5 The Title Company will be prepared to issue the "Title Policy" (as hereinafter defined) in the name of Purchaser for marketable title, free of restrictions, liens, and encumbrances except for those restrictions, liens, and encumbrances specifically allowed by this Agreement, the standard printed exceptions and exclusions contained in the form of the Title Policy commonly used by the Escrow Holder, title exceptions resulting from documents being recorded or delivered through Escrow pursuant to this Agreement, or otherwise approved in writing by Purchaser;

4.6 Purchaser's Board of Trustees shall have approved or ratified this Agreement;

4.7 Seller's Board of Trustees shall have approved or ratified this Agreement;

4.8 Escrow must not have been canceled or this Agreement terminated;

4.9 The Purchaser's and the Seller's covenants, representations, and warranties shown above are true as of the Close of Escrow; and

4.10 Seller and Purchaser must not be in breach or default of any of their respective obligations under this Agreement.

5. TITLE. Immediately following the full execution of this Agreement, Purchaser shall cause Escrow Holder to prepare an updated preliminary report for an Owner's Policy of Title Insurance for the Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters

affecting Seller's title to the Property ("Updated Preliminary Report"), together with legible copies of all documents relating to title exceptions referred to in the Updated Preliminary Report.

5.1 Within fifteen (15) business days following the receipt of the Updated Preliminary Title Report, Purchaser shall provide Seller with written approval or disapproval each exception shown on the Updated Preliminary Report and each encroachment, overlap, or boundary line dispute, or any other matter whether or not contained in the original Preliminary Report provided in connection with the MOU, that materially and adversely affects title to the Property or that violates any law, rule, or regulation reflected on the survey. Purchaser's failure to provide Seller with written notice of any disapproval of any exception within the fifteen (15) day period shall be deemed to be an approval of that exception. Any exception which is not disapproved shall be deemed an approved exception ("Approved Exception").

5.2 If Purchaser disapproves any exception in writing (each a "Disapproved Exception"), Seller shall, within thirty (30) days after receiving written notice of the Disapproved Exception from Purchaser, use its best efforts to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to Purchaser and Escrow Holder, all at Seller's sole cost and expense. If Seller is unable to obtain a discharge, satisfaction, release, or termination within the period specified above, Purchaser shall have the right to:

(a) waive the Disapproved Exception and proceed with closing, accepting title to the Property subject to the Disapproved Exception, which for purposes of this Agreement such exception shall be deemed an Approved Exception, or

(b) terminate this Agreement, in which event Seller shall pay any and all charges of the Escrow Holder in connection with this transaction; both Purchaser and Seller shall be relieved of all further obligation and liability to each other under this Agreement and all the funds and documents deposited with Escrow Holder, including the Deposit and the Option Fee, if any, shall be promptly refunded or returned, as the case may be, by Escrow Holder to the depositing Party.

6. DUE DILIGENCE.

6.1 Property Documents. Seller has previously provided to Purchaser copies of all relevant studies, documents, land surveys, and any and all information which Seller has regarding the condition of the Property, including, environmental matters. Seller agrees to provide Purchaser with any and all additional documents regarding the condition of the Property, not already provided to Purchaser. To the best of Seller's knowledge, the documents provided to Purchaser constitute all documents and materials in Seller's possession regarding the condition of the Property. In the event any additional documents or information pertaining to the Property are received by Seller following the Effective Date, Seller shall promptly forward such documents to Purchaser upon receipt thereof.

6.2 Access. From the Effective Date of this Agreement until thirty (30) days prior to Close of Escrow (the "Due Diligence Period"), Seller shall provide Purchaser and Purchaser's agents, employees, or contractors access to the Property during normal business hours at reasonable times upon at least one (1) business day's notice to Seller, at their own cost and risk, with adequate insurance, for the purpose of conducting its due diligence investigation of and planning for the Property, including, but not limited to, inspecting the Property, taking samples of the soil, and conducting an environmental audit (including, an investigation of past

and current uses of the Property), determining their suitability for Purchaser's intended use, and any other matters Purchaser determines relate to the Property. Purchaser shall restore the Property as a result of such investigations, and return the affected portion of the Property to its condition immediately prior to such investigation. Purchaser shall indemnify and defend Seller, its officers, agents, employees and contractors (the "Indemnified Parties") against and hold the Indemnified Parties harmless from all losses, costs, damages, liabilities, and expenses arising out of or in connection with Purchaser's entry onto the Property or any activity thereon by Purchaser or its officers, agents, employees, or contractors prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of the gross negligence or willful misconduct of any of the Indemnified Parties.

6.3 Purchaser Right to Terminate; Seller Retention of Deposit. If, during the Due Diligence Period, Purchaser determines the Property is not suitable for a school site, Purchaser may terminate this Agreement by providing written notice to Seller. If the Agreement is terminated pursuant to this Section, Purchaser shall forfeit, and Seller shall retain, the Good Faith Deposits.

7. PROPERTY CONDITIONS, COVENANTS, AND RESTRICTIONS. The Property is subject to certain conditions, covenants, and restrictions regarding use and transfer of the Property, including the use restrictions contained in the grant deed, which conveyed the Property from Placer Holdings, Inc. ("Placer Holdings") to the Seller, attached hereto and incorporated herein by reference as Exhibit D.

To the extent possible under the law, the Property shall not be subject to the recorded liens of assessment of the City of Lincoln Assessment District 95-1, Assessment Code No. 848, and Assessment Code No. 849 ("95-1 Assessments").

8. CLOSE OF ESCROW.

8.1 Deposit with Escrow Holder and Escrow Instructions. Upon execution of this Agreement, the Parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Purchaser agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

8.2 Delivery by Seller to Escrow Holder. Seller shall deliver to Escrow Holder:

8.2.1 The Grant Deed, duly executed and acknowledged by Seller, in recordable form, subject only to the Approved Exceptions, and ready for recordation on the Closing Date;

8.2.2 An assignment executed by Seller, assigning to Purchaser all of Seller's right, title, and interest in all service agreements, consulting agreements, permits, licenses, entitlements, development rights, and all other intangible assets relating to the Property; provided, however, that only those agreements designated by Purchaser shall be assigned to Purchaser;

8.2.3 A Memorandum of Purchase Agreement executed by Seller in the form attached hereto as Exhibit E;

8.2.4 Seller's share of costs and expenses pursuant to Section 8.6; and

8.2.5 If applicable, Seller's affidavit of non-foreign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit").

8.3 Delivery by Purchaser to Escrow Holder. Purchaser shall deliver to Escrow Holder:

8.3.1 The balance of the Purchase Price, less the Good Faith Deposits, all of which shall be credited to the Purchase Price; and

8.3.2 A Memorandum of Purchase Agreement executed by Purchaser in the form attached hereto as Exhibit E;

8.3.3 Purchaser's share of costs and expenses pursuant to Section 8.6.

8.3.4 A Certificate of Acceptance meeting the requirements of California Government Code Section 27281, a form of which is attached hereto as Exhibit E; and

8.3.5 A Preliminary Change of Ownership Statement, if required.

8.4 Other Instruments. Seller and Purchaser shall each deliver such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

8.5 Provided that Escrow Holder has received the documents, instruments and funds described in Sections 8.2, 8.3 and 8.4 hereof, that Escrow Holder has not received written notice from either Purchaser or Seller that any of the conditions to Close of Escrow have not been satisfied or waived or that any of the representations and warranties made by either Purchaser or Seller are untrue either as of the date of this Agreement or as of the Closing Date, and provided further the title company is able to deliver to Purchaser an CLTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price subject only to the Approved Exceptions, Escrow Holder is authorized and instructed on the Closing Date to:

8.5.1 Record the Grant Deed (marked for return to Purchaser) with the Placer County Recorder;

8.5.2 Record the Memorandum of Purchase Agreement;

8.5.3 Issue the Title Policy;

8.5.4 Disburse to Seller the Purchase Price, less the Good Faith Deposits already distributed to Seller and less Seller's share of prorations and costs of escrow;

8.5.5 Prepare and deliver to both Purchaser and Seller one (1) signed copy of Escrow Holder's closing statement showing all receipts and disbursements of the Escrow; and

8.5.6 If applicable, deliver to Purchaser the FIRPTA Affidavit.

If Escrow Holder is unable to simultaneously perform all of the instructions set forth above, Escrow Holder shall notify Purchaser and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Purchaser and Seller.

8.6 Costs and Fees. Charges and expenses incurred in this transaction are to be borne by the Parties as follows:

8.6.1 The Parties shall equally divide the Escrow Holder's fees;

8.6.2 Purchaser shall pay the cost of recording fees;

8.6.3 Seller shall pay the cost of the Title Policy;

8.6.4 Seller shall pay any transfer taxes applicable to the transfer of title at Close of Escrow;

8.6.5 Any miscellaneous costs shall be borne by the Parties according to custom in Placer County;

8.6.6 All other charges and credits with respect to the Property shall be prorated to the Close of Escrow on the basis of a thirty (30) day month; and

8.6.7 In the event of any termination of this Agreement or the failure of Escrow to close as provided herein due to a default of a Party or the exercise of a Party's right to terminate as provided herein, then the defaulting or terminating Party (as the case may be) shall pay any cancellation costs imposed by the Escrow Holder.

9. POSSESSION. Possession of the Property shall be delivered to Purchaser at the Close of Escrow.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby represents and warrants to Purchaser that:

10.1 Authority of Seller. Seller has the authority to own and convey the Property, this Agreement and all documents executed by Seller which are to be delivered to Purchaser at Close of Escrow are, or at the time of Close of Escrow will be, duly authorized, executed and delivered by Seller and do not, and at the time of Close of Escrow will not, violate any provisions of any agreement or judicial order to which Seller is a party, or to which Seller or the Property is subject. This Agreement and all other documents delivered prior to or on the Close of Escrow have been authorized, executed, ratified, and delivered by the Governing Board of Seller.

10.2 Marketable Title. Except as specifically disclosed to Purchaser in writing, or otherwise known to the best knowledge of Purchaser, to the best knowledge of Seller, Seller has good and marketable title to the Property free and clear of liens other than the Approved Exceptions and those liens to be released at Close of Escrow, and upon execution and delivery of the Seller's closing documents, Purchaser will have good and marketable title to the Property free and clear of liens other than the Approved Exceptions and liens created by, under or through Purchaser.

10.3 Litigation. Except as specifically disclosed to Purchaser in writing, to the best Seller's knowledge, there is no litigation, including any arbitration or other proceeding by or before any court, arbitrator or governmental or regulatory official, body or authority which is pending, or to the best of Seller's knowledge, threatened against Seller, or any basis therefore, that arises out of the ownership of the Property, or that might detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property, or adversely affect the ability of Seller to perform its obligations under this Agreement. To the best of Seller's knowledge, there are no unsatisfied arbitration awards or judicial orders against Seller, and there is no basis for any such arbitration or other proceeding.

10.4 No Rights Granted. Except for the rights of Purchaser under this Agreement, Seller has not granted any options or rights of first refusal to purchase the Property to any person or entity, and conveyance of the rights described in this Agreement will not constitute a breach or default under any agreement to which Seller is bound and/or to which the Property are subject.

10.5 Leases and Other Encumbrances. There are no leases executed by Seller or its predecessors in title or other rights of occupancy or use granted by Seller or its predecessors in title of any portion of the Property other than the leases disclosed to Purchaser pursuant to this Agreement. Seller agrees not to enter into any tenant lease between the Effective Date of this Agreement and the Close of Escrow. Seller has not and shall not, prior to Close of Escrow without the prior written consent of Purchaser, which consent may be given or denied in Purchaser's absolute discretion, enter into any lien, encumbrance, easement or license agreement, or any other agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property; provided, however, Purchaser shall not unreasonably withhold its consent to the granting by Seller of one or more easements over the Property for public utility, sewer and/or drainage purposes so long as the granting of any such easement does not unreasonably interfere with Purchaser's use of the Property as a school site.

10.6 Hazardous Materials. To the best of Seller's knowledge:

10.6.1 The Property is free and has always been free from Hazardous Materials and is not and has never been in violation of any environmental laws;

10.6.2 There are no buried or partially buried storage tanks located on the Property. Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are currently in violation of any environmental law, or informing Seller that the Property is currently subject to investigation or inquiry regarding Hazardous Materials on the Property or the potential violation of any environmental law.

10.6.3 There is no monitoring program required by the Environmental Protection Agency ("EPA") or any similar state agency concerning the Property.

10.6.4 No toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means.

10.6.5 The Property has never been used as a dump or landfill.

10.6.6 Seller has disclosed to Purchaser all information, records, and studies in Seller's possession in connection with the Property concerning Hazardous Materials.

10.6.7 The Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions; there are no environmental health, or safety hazards on, under, or about the Property, including, but not limited to, soil and groundwater conditions; neither Seller nor any third party (including, but not limited to, Seller's predecessors in title to the Property) has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited, or disposed of on, under, or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials; Seller has no actual knowledge, except as otherwise disclosed to Purchaser in writing, of the existence or prior existence on the Property of any Hazardous Materials, other than de minimis amounts of household cleaners or office supplies.

As used in this Agreement, "Hazardous Materials" includes, but is not limited to, any hazardous or toxic substance, material or waste that is (i) regulated by any local governmental authority, the State of California or the United States Government, (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117 or 25124 or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 of Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 United States Code section 6901 et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code section 9601 et seq.; (x) any flammable substances or explosive; or (xi) any radioactive material.

10.7 No Commitments or Agreements. Except as specifically disclosed to Purchaser in writing or otherwise known to the best knowledge of Purchaser, Seller has made no written commitments or agreements materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

10.8 Reports. To the best of Seller's knowledge, Seller has made available to the Purchaser all third party professional reports within its possession concerning the Property.

10.9 Notices. To the best of the Seller's knowledge, the Seller has made all disclosures and provided all notices to Purchaser which are required by Section 25359.7 of the California Health and Safety Code.

10.10 To best of Seller's knowledge, Seller is not in default of any of its obligations or liabilities pertaining to the Property, nor are there any existing facts, circumstances, conditions, or events that would constitute or result in any default on the giving of notice, the passage of time, or both.

10.11 Seller has not received written notice from any governmental agency that the Property is in violation of any statute or regulation.

10.12 Seller has not:

- (1) Made a general assignment for the benefit of creditors;
- (2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
- (3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
- (4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
- (5) Admitted in writing its inability to pay its debts as they come due; or
- (6) Made an offer of settlement, extension, or composition to its creditors generally.

10.13 If between the Effective Date and the Close of Escrow, Seller or Purchaser become aware of facts or circumstances which would make any of Seller's representations or warranties hereunder materially incorrect such fact or circumstance shall not be construed as a breach by Seller of such applicable representation or warranty but Purchaser shall have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Property or Purchaser's intended development thereof, in which case Seller keeps the Good Faith Deposits, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties of Seller hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

11. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that:

11.1 Authority of Purchaser. Purchaser has the full power and authority to execute and enter into this Agreement and consummate the transactions contemplated hereunder. This Agreement constitutes a valid and binding agreement of Purchaser enforceable in accordance with its terms. This Agreement and all other documents delivered prior to or on the Close of Escrow have been authorized, executed, ratified, and delivered by the Governing Board of Purchaser.

11.2 Ownership and Encumbrances. Purchaser shall not, prior to Close of Escrow without the prior written consent of Seller, which consent may be given or denied in Seller's absolute discretion, enter into any lien, encumbrance, easement or license agreement, or any agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

11.3 Litigation. Except as specifically disclosed to Seller in writing, to the best of Purchaser's knowledge, there are no actions, suits, claims, or legal or other proceedings pending or threatened against Purchaser, which does or will materially adversely affect Purchaser's ability to consummate this transaction and to acquire the Property from the Seller.

11.4 Change of Representation or Warranty. In the event Purchaser acquires knowledge that any such representation or warranty is no longer accurate, Purchaser shall advise Seller of same prior to Close of Escrow.

11.5 Purchaser has not:

- (1) Made a general assignment for the benefit of creditors;
- (2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
- (3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
- (4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
- (5) Admitted in writing its inability to pay its debts as they come due; or
- (6) Made an offer of settlement, extension, or composition to its creditors generally.

11.6 Environmental Laws and/or Hazardous Materials Release. Purchaser hereby waives any claim against Seller for any prohibited condition existing on the Property or violation of the Environmental Laws unless the Seller intentionally, maliciously, and knowingly misrepresented, omitted or failed to disclose, any material condition of the Property. However, this waiver does not extend to any claim for indemnification by Seller that Purchaser may have for third party claims related to injury or other damages occurring or arising out of Seller's operation of the Property prior to the Close of Escrow.

12. SELLER COVENANTS. After the Effective Date and prior to Close of Escrow, Seller agrees:

12.1 to pay, prior to delinquency, all property taxes and assessments which become due and payable with respect to the Property;

12.2 to manage and maintain the Property in substantially the same manner in which it is currently managed and maintained, and to keep the Property in at least as good condition and repair as on the Effective Date, reasonable wear and tear excepted;

12.3 to promptly advise Purchaser of the commencement of any litigation by or against Seller pertaining to the Property, and to deliver to Purchaser copies of all notices relating to the Property and received by Seller after the date hereof from governmental authorities;

12.4 to not mortgage or encumber the Property in any way, lease the Property, make any material alterations to the Property, nor grant any property or contract right relating to the Property;

12.5 maintain or cause to be maintained in full force and effect comprehensive, general liability, casualty and other insurance on the Property in an amount appropriate for such a property; and

12.6 to notify Purchaser of any material change in any condition with respect to the Property of any material event or circumstance that makes any representation or warranty of Seller under this Agreement untrue or misleading.

13. INDEMNIFICATION. From and after the Close of Escrow, Seller shall defend, indemnify and hold harmless Purchaser (and Purchaser's officials, employees and agents) against and in respect of any and all claims, demands, damages, liabilities, losses, judgments, assessments, costs and expenses (including, reasonable attorneys' fees) of any kind or nature whatsoever which may be asserted by anyone against Purchaser (or Purchaser's officials, employees or agents):

13.1 By reason of any act, omission, or event arising, incurred, or occurring on the Property during Seller's ownership; or

13.2 Based upon or related to a breach of any representation, warranty, or covenant made by Seller in this Agreement or in any exhibit, document, statement, schedule or certificate delivered pursuant to this Agreement.

14. REMEDIES UPON DEFAULT.

14.1 Default by Seller. In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, Purchaser shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against Seller. Seller shall not be in default under this Agreement unless Purchaser first provides to Seller written notice of default and Seller, thereafter, fails within five (5) business days after receipt of such notice of default to either cure such default or diligently commence such actions reasonably necessary to cure such default within such five (5) business day period, and thereafter, cures such default not later than thirty (30) days after receipt of such notice of default.

14.2 Default by Purchaser; Liquidated Damages. IN THE EVENT ESCROW FAILS TO CLOSE SOLELY DUE TO A DEFAULT UNDER THIS AGREEMENT BY PURCHASER, SELLER SHALL BE ENTITLED, AS SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, TO TERMINATE THIS AGREEMENT AND RETAIN THE GOOD FAITH DEPOSITS. PURCHASER SHALL NOT BE IN DEFAULT UNDER THIS AGREEMENT UNLESS SELLER FIRST PROVIDES TO PURCHASER WRITTEN NOTICE OF DEFAULT AND PURCHASER, THEREAFTER, FAILS WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE OF DEFAULT TO EITHER CURE SUCH DEFAULT OR DILIGENTLY COMMENCE SUCH ACTIONS REASONABLY NECESSARY TO CURE SUCH DEFAULT WITHIN SUCH FIVE (5) BUSINESS DAY PERIOD, AND THEREAFTER, CURES SUCH DEFAULT NOT LATER THAN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE OF DEFAULT. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT ESCROW FAILS TO CLOSE SOLELY DUE TO A DEFAULT BY PURCHASER,

WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE TOTAL AMOUNT OF THE GOOD FAITH DEPOSITS HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER AND NO PART OF SUCH GOOD FAITH DEPOSITS ARE INTENDED AS A PENALTY AMOUNT.

Seller's Initials

Purchaser's Initials

15. DISTRIBUTION OF NET SALE PROCEEDS UPON SUBSEQUENT SALE.

15.1 In the event that (1) Purchaser terminates this Agreement prior to the Close of Escrow, or (2) an uncured breach by Purchaser causes Seller to terminate this Agreement prior to Close of Escrow, then Seller is entitled to retain the full amount of any Net Sale Proceeds (as defined below) from a subsequent sale, transfer or conveyance of the Property to any other entity. The aforementioned provision does not apply and has no effect in the event the Purchaser exercises its right to termination of this Agreement due to a written determination by the California Department of Education ("CDE") that the Property is not suitable for a school site.

15.2 In the event that (1) Seller terminates this Agreement prior to the Close of Escrow for any reason other than an uncured breach by Purchaser, or (2) an uncured breach by Seller causes Purchaser to terminate this Agreement prior to Close of Escrow, or (3) Purchaser exercises its right to termination of this Agreement due to a written determination by the CDE that the Property is not suitable for a school site, then in the event Seller enters into any sale, transfer or conveyance to any party other than Purchaser, Seller will be entitled to retain twenty-five percent (25%) of the Net Sales Proceeds and shall pay the remaining seventy-five percent (75%) of the Net Sales Proceeds of the Property to Purchaser within five (5) business days after the close of any such sale, transfer or conveyance.

15.3 For the purposes of this Section 15, "Net Sale Proceeds" means all consideration received by Seller as a result of the sale, transfer or conveyance of all or any portion of the Property, less only broker's commissions and customary closing costs.

15.4 This Section 15 survives termination of this Agreement.

16. GENERAL PROVISIONS.

16.1 Attorneys' Fees. Should any litigation be commenced between the Parties hereto concerning the Property, this Agreement, or the rights and duties of either in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to its costs, including attorneys' fees.

16.2 Brokers' Commissions. Each Party hereby warrants to the other Party that their sole contact with the other or with the Property regarding this transaction has been directly between themselves and their agents and employees. The Parties further each hereby warrant to the other that no person or entity can properly claim a right to a commission, finder's fee or other compensation based upon contacts or understandings between such claimant and Purchaser or Seller with respect to the transaction contemplated by this Agreement. If any other broker or finder makes any claim for a commission or finder's fee, the Party through which

the broker or finder makes such claim shall indemnify, defend and hold the other Party harmless from all liabilities, expenses, losses, damages or claims (including, the indemnified Party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

16.3 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. In the event of litigation arising under this Agreement, venue shall reside exclusively in the County of Placer.

16.4 Notices. All notices and demands of any kind which either Party may be required or desires to serve upon the other Party shall be in writing and shall be served upon such other Party by personal service, facsimile transmission, or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows:

If to Seller: Sierra Joint Community College District
5000 Rocklin Road
Rocklin, CA 95677
ATTN: William H. Duncan IV
Fax: (916) 630-4530

If to Purchaser: Western Placer Unified School District
810 J Street
Lincoln, CA 95648
ATTN: Scott Leaman
Fax: (916) 645-6356

Service shall be deemed complete on the date of personal service, facsimile transmission if accompanied by transmission report showing that the fax was received, or the actual delivery as shown on the addressee's return receipt, whichever is earlier. The addresses to which notices and demands shall be delivered or sent may be changed from time-to-time by notice to the other Party.

16.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement.

16.6 Assignment. Neither Party may assign this Agreement or any rights created hereunder without the prior written consent of the other Party.

16.7 Entire Agreement. This Agreement, and the documents referenced herein contain the entire agreement between the Parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest. The terms of this Agreement supersede the terms of the Parcel 2 PSA between the Parties and the terms of the Parcel 2 PSA are no longer effective.

16.8 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

16.9 Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for

performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

16.10 Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All Exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

16.11 Time of the Essence. Time is of the essence in this Agreement.

16.12 Successors. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective heirs, successors, and assigns.

16.13 Further Assurances. Seller and Purchaser agree to execute such additional documents and take such additional actions which are consistent with, and as may be reasonable and necessary to carry out the provisions of, this Agreement.

16.14 Joint Drafting. Seller and Purchaser acknowledge that this Agreement was negotiated at arm's-length, that independent counsel has represented each Party and that this Agreement has been drafted by both Parties and no one Party shall be construed as the draftsman.

16.15 Recordation of Memorandum of Purchase Agreement. Seller and Purchaser agree to execute and acknowledge a Memorandum of Purchase Agreement, in the form attached hereto as Exhibit E, to be recorded in the official records of the Recorder of Placer County at Close of Escrow.

The Parties hereto have executed this Agreement as of the date first written above.

SELLER:

Sierra Joint Community College District,
a California Community College District

By: _____
Name: _____
Title: _____

PURCHASER:

Western Placer Unified School District,
a California School District

By: _____
Name: _____
Title: _____

8.3.17

Exhibit A to Purchase and Sale Agreement

(See Attached Legal Description of the Property)

Exhibit A to Purchase and Sale Agreement

1015176.7 7948.017

8.3.18

EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROCKLIN, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THAT TRACT OF LAND GRANTED TO SIERRA JOINT COMMUNITY COLLEGE DISTRICT, RECORDED IN DOCUMENT NO. 2003-0034663, OFFICIAL RECORDS PLACER COUNTY, A PORTION OF THAT TRACT OF LAND GRANTED TO THE CITY OF LINCOLN, RECORDED IN DOCUMENT NO. 2003-0039256, OFFICIAL RECORDS PLACER COUNTY, AND A PORTION OF LOT 28, AS SHOWN ON THE PLAT OF "TWELVE BRIDGES LARGE LOT SUBDIVISION PHASE 2," FILED IN BOOK "X" OF MAPS, PAGE 86, PLACER COUNTY RECORDS, LOCATED IN SECTION 34, TOWNSHIP 12 NORTH, RANGE 6 EAST, M.D.M., PLACER COUNTY CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY MOST NORTHWEST CORNER OF THE ABOVE DESCRIBED LOT 28, THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 28 THE FOLLOWING SEVEN (7) CONSECUTIVE COURSES:

- 1) NORTH 88 DEGREES 10 MINUTES 33 SECONDS EAST 530.78 FEET,
- 2) NORTH 89 DEGREES 52 MINUTES 23 SECONDS EAST 135.06 FEET,
- 3) NORTH 88 DEGREES 10 MINUTES 33 SECONDS EAST 401.02 FEET
- 4) 94.25 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, WITH AN INTERIOR ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 46 DEGREES 49 MINUTES 27 SECONDS EAST 84.85 FEET,
- 5) SOUTH 01 DEGREES 49 MINUTES 27 SECONDS EAST 8.36 FEET
- 6) 125.35 FEET ALONG THE ARC OF A 77.50 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, WITH AN INTERIOR ANGLE OF 92 DEGREES 40 MINUTES 10 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 44 DEGREES 30 MINUTES 39 SECONDS WEST 112.12 FEET, AND
- 7) SOUTH 43 DEGREES 40 MINUTES 12 SECONDS WEST 51.39 FEET TO THE NORTHERLY BOUNDARY OF THAT TRACT OF LAND HERE IN ABOVE DESCRIBED AS GRANTED TO THE CITY OF LINCOLN;

THENCE ALONG SAID BOUNDARY 38.82 FEET ALONG THE ARC OF A 351.67 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, WITH AN INTERIOR ANGLE OF 6 DEGREES 19 MINUTES 32 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 49 DEGREES 29 MINUTES 37 SECONDS WEST 38.80 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 29 DEGREES 24 MINUTES 27 SECONDS WEST 154.59 FEET, THENCE NORTH 60 DEGREES 35 MINUTES 33 SECONDS WEST 181.70 FEET, THENCE 414.58 FEET ALONG THE ARC OF A 709.00 FOOT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, WITH AN INTERIOR ANGLE OF 33 DEGREES 30 MINUTES 11 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 77 DEGREES 20 MINUTES 39 SECONDS WEST 408.70 FEET, THENCE 189.44 FEET ALONG THE ARC OF A 1290.55 FOOT NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, WITH AN INTERIOR ANGLE OF 8 DEGREES 24 MINUTES 38 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 53 MINUTES 03 SECONDS EAST 189.27 FEET, THENCE 112.96 FEET ALONG THE ARC OF A 405.40 FOOT RADIUS

EXHIBIT "A" LEGAL DESCRIPTION

NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHERLY, WITH AN INTERIOR ANGLE OF 15 DEGREES 57 MINUTES 52 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 83 DEGREES 12 MINUTES 22 SECONDS EAST 112.59 FEET; THENCE 323.00 FEET ALONG THE ARC OF A 427.52 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, WITH AN INTERIOR ANGLE OF 43 DEGREES 17 MINUTES 19 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 54 MINUTES 15 SECONDS EAST 315.38 FEET; THENCE 108.10 FEET ALONG THE ARC OF A 300.99 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHERLY, WITH AN INTERIOR ANGLE OF 20 DEGREES 34 MINUTES 41 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 04 MINUTES 51 SECONDS EAST 107.52 FEET; THENCE SOUTH 35 DEGREES 59 MINUTES 32 SECONDS WEST 406.22 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES 57 SECONDS WEST 344.93 FEET; THENCE NORTH 65 DEGREES 23 MINUTES 37 SECONDS EAST 402.98 FEET; THENCE SOUTH 85 DEGREES 20 MINUTES 18 SECONDS EAST 139.96 FEET; THENCE SOUTH 82 DEGREES 01 MINUTES 57 SECONDS EAST 143.38 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 34 SECONDS EAST 150.60 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 39 SECONDS EAST 90.76 FEET; THENCE SOUTH 73 DEGREES 03 MINUTES 25 SECONDS EAST 47.83 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 29 SECONDS EAST 184.51 FEET; THENCE NORTH 80 DEGREES 26 MINUTES 29 SECONDS EAST 127.65 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID LOT 28; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING TWENTY (20) CONSECUTIVE COURSES:

- 1) 147.31 FEET ALONG THE ARC OF A 1800.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, WITH AN INTERIOR ANGLE OF 4 DEGREES 41 MINUTES 21 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 13 MINUTES 26 SECONDS WEST 147.27 FEET;
- 2) NORTH 85 DEGREES 22 MINUTES 44 SECONDS WEST 382.27 FEET;
- 3) SOUTH 74 DEGREES 15 MINUTES 00 SECONDS WEST 76.45 FEET,
- 4) SOUTH 71 DEGREES 27 MINUTES 00 SECONDS WEST 302.00 FEET;
- 5) SOUTH 74 DEGREES 23 MINUTES 00 SECONDS WEST 202.00 FEET;
- 6) SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST 167.00 FEET;
- 7) SOUTH 58 DEGREES 52 MINUTES 00 SECONDS WEST 150.00 FEET;
- 8) SOUTH 48 DEGREES 02 MINUTES 00 SECONDS WEST 161.00 FEET;
- 9) NORTH 36 DEGREES 09 MINUTES 00 SECONDS WEST 147.00 FEET;
- 10) SOUTH 86 DEGREES 08 MINUTES 00 SECONDS WEST 146.00 FEET;
- 11) NORTH 72 DEGREES 53 MINUTES 00 SECONDS WEST 491.00 FEET;
- 12) NORTH 87 DEGREES 41 MINUTES 00 SECONDS WEST 216.00 FEET;
- 13) NORTH 00 DEGREES 50 MINUTES 58 SECONDS WEST 411.85 FEET;

8.3.20

EXHIBIT "A" LEGAL DESCRIPTION

- 14) NORTH 55 DEGREES 05 MINUTES 48 SECONDS EAST 160.41 FEET;
- 15) NORTH 24 DEGREES 16 MINUTES 16 SECONDS EAST 118.38 FEET;
- 16) NORTH 40 DEGREES 21 MINUTES 28 SECONDS WEST 87.37 FEET;
- 17) NORTH 00 DEGREES 45 MINUTES 23 SECONDS EAST 299.47 FEET;
- 18) NORTH 62 DEGREES 00 MINUTES 45 SECONDS EAST 287.89 FEET;
- 19) SOUTH 89 DEGREES 56 MINUTES 26 SECONDS EAST 283.15 FEET, AND
- 20) NORTH 00 DEGREES 03 MINUTES 33 SECONDS EAST 120.06 FEET TO THE POINT OF BEGINNING.

APN: 329-020-043

Exhibit B to Purchase and Sale Agreement

(See Attached Schematic Map)

Exhibit B to Purchase and Sale Agreement

1015176.7 7948.017

8.3.22

STATE OF
CALIFORNIA
1296/6

TWELVE BRIDGES DRIVE

CITY OF LINCOLN
APN 329-020-011
2006-0082419

SIERRA JOINT
COMMUNITY COLLEGE DISTRICT

APN 329-020-043
DOC. NO. 2005-0041037, ORPC
STEWART TITLE GUARANTEE CO.
ORDER NO. G2222-000046878
DATED NOVEMBER 20, 2012

WESTERN
PLACER UNIFIED
SCHOOL DISTRICT
APN 329-020-041
2005-0082254

CITY OF LINCOLN
APN 329-020-042
2005-0034944

CITY OF LINCOLN
APN 329-020-011
2006-0082419

APN 329-020-043

EXHIBIT

STEWART TITLE GUARANTEE CO.
ORDER NO. G2222-000046878

PORTION OF

SECTION 34, T12N, R6E, MDBM

CITY OF LINCOLN

PLACER COUNTY, CALIFORNIA

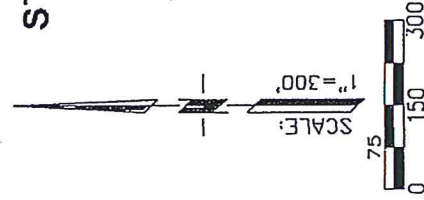
AUGUST 30, 2013

ANDREGG
GEOMATICS

www.andregg.com

800-400-7072

PAGE 1 OF 1



X:\CSD\1429701\dwg\1429701EX.dwg. 08/30/13 03:57:35pm, tlmh

8.3.23

Exhibit C to Purchase and Sale Agreement

(See Attached Grant Deed)

Exhibit C to Purchase and Sale Agreement

1015176.7 7948.017

8.3.24

NO FEE DOCUMENT

Government Code § 6103 & § 27383

**Recording Requested By and
When Recorded Mail To:**

Western Placer Unified School District
810 J Street
Lincoln, CA 95648
ATTN: Scott Leaman

(THE ABOVE SPACE FOR RECORDER'S USE ONLY)

GRANT DEED

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER
TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION
CODE.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Sierra Joint Community College District, a California community college district, as Grantor,
hereby GRANTS to:

Western Placer Unified School District, a California school district, as Grantee,

the following real property in the City of Sacramento, County of Sacramento, California, as
legally described in the attached Exhibit A.

DATED: _____, 2013

GRANTOR:

Sierra Joint Community College District,
a California community college district

By: _____

Name: _____

Title: _____

Exhibit C to Purchase and Sale Agreement

8.3.25

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

8.3.26

Exhibit A to Grant Deed

(See Attached Legal Description)

Exhibit C to Purchase and Sale Agreement

1015176.7 7948.017

8,3,27

Exhibit D to Purchase and Sale Agreement

(See Attached Use Restrictions)

Exhibit D to Purchase and Sale Agreement

1015176.7 7948.017

8.3.20

RECORDING REQUESTED
BY
PLACER TITLE COMPANY

Recorded at Request of and When
Recorded Mail to and Mail Tax Statements to:

Morrison & Foerster LLP
101 Ygnacio Valley Road, Suite 450
Walnut Creek, CA 94596-4095

Attn: Pamela J. Reed, Esq. (31705/6)

No Documentary Transfer Tax Due; Gift to
Exempt Agency



PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2003-0034663

Check Number 4492 et

Friday, MAR 07, 2003 11:42:42

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000800362

rec/R2/1-6

101-22125

(Space above this line for Recorder's use)

GRANT DEED

As a gift to and to support the Sierra Joint Community College District, PLACER HOLDINGS, INC., a California corporation ("Grantor"), hereby grants to Sierra Joint Community College District, a political subdivision of the State of California ("Grantee"), the real property in the City of Lincoln, County of Placer, California, described on EXHIBIT A attached hereto (the "Property").

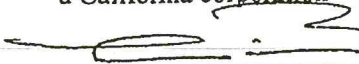
This conveyance is subject to the express condition that Grantee and Grantee's successors and assigns shall continuously use the Property only for the Sole Permitted Use, as defined below, unless otherwise agreed to in writing by Grantor or Grantor's successors or assigns. As used in this Grant Deed, "Sole Permitted Use" means the use of the Property by a public or private institution for educational purposes, including schools and libraries, and incidental commercial uses, but in no event shall such use include the use of: industrial machinery or processes involving Hazardous Materials (defined herein) other than Hazardous Materials customarily used or stored in connection with facilities similar to the facilities described herein and which Hazardous Materials exist only in reasonable quantities and are stored, contained, transported, used, released, and disposed of reasonably and without violation of any Environmental Laws; or involve odors, noise, vibration or visual nuisances that can be perceived outside of the Property; or the use of electronic devices interfering with television, radio, data or other signal reception outside of the Property. As used herein, "Hazardous Materials" shall include any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law (defined herein), including asbestos, petroleum and petroleum products. "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976). Grantor, and Grantor's successors and assigns, and their respective employees and agents, shall have the right, upon reasonable notice to Grantee, to enter and inspect the Property for the purpose of confirming Grantee's compliance with the Sole Permitted Use. The conditions set forth herein shall be binding on Grantee and all persons or entities claiming through or under Grantee during the term of such person's or entity's ownership of all or any portion of the Property, in perpetuity.

If Grantee conveys, transfers or grants any right, title or interest in the Property or any portion thereof to any third party, the instrument conveying such right, title or interest shall include the restrictions described in this Grant Deed.

Grantor, or Grantor's successors and assigns, may enforce compliance with the restrictions and obligations contained in this Grant Deed by proceedings at law or in equity against any person violating or attempting to violate these provisions, either to compel compliance, restrain such violation and/or to recover damages. If any action is brought to enforce or interpret the provisions of this Grant Deed, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorneys' fees and costs.

Dated: March 5, 2003

PLACER HOLDINGS, INC.,
a California corporation

By 
Name T. S. CHEUNG
Its TREASURER

STATE OF California)
) ss.
COUNTY OF Placer)

On March 4, 2003, 2003, before me, the undersigned notary public in and for said County and State, personally appeared T.S. Cheung, personally known to me [or] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Colleen D. Weeks



Certificate of Acceptance of Grant Deed

This is to certify that the interest in real property conveyed by grand deed dated March 5, 2003, from PLACER HOLDINGS, INC., a California corporation, to SIERRA JOINT COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California, conveying good and merchantable title to the real property conveyed, is hereby accepted by the undersigned, Superintendent/ President of Sierra Joint Community College District, on behalf of the Board of Trustees of Sierra Joint Community College District, as authorized by Resolution No. 2003-02, adopted by the Board of Trustees, on January 14, 2003, and the grantee consents to recordation of the grant deed by its duly authorized officer.

Dated: 2/27/03

By: Kevin M. Ramirez
Kevin M. Ramirez
Superintendent/ President
Sierra Joint Community College District

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF PLACER) ss.

On February 27, -----, 2003, before me, Susan M. Fisher, personally appeared Kevin M Ramirez, personally known to me ~~(or appeared to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Susan M. Fisher
Signature

(Seal)



EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF LINCOLN, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 28 AS SHOWN AND DESIGNATED ON THE PLAT OF "TWELVE BRIDGES LARGE LOT SUBDIVISION PHASE 2" FILED IN BOOK X OF MAPS AT PAGE 86, PLACER COUNTY RECORDS, LOCATED IN SECTION 34, TOWNSHIP 12 NORTH, RANGE 6 EAST, M. D.M., PLACER COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY MOST CORNER OF THE ABOVE DESCRIBED LOT 28, AND FROM SAID POINT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED SECTION 34 BEARS SOUTH 27 DEGREES 12' 21" WEST FOR A DISTANCE OF 3454.17 FEET; THENCE FROM THE POINT OF BEGINNING ALONG THE WESTERLY LINE OF SAID LOT 28 THE FOLLOWING EIGHT (8) CONSECUTIVE COURSES AND DISTANCES: 1) NORTH 00 DEGREES 50' 58" WEST FOR A DISTANCE OF 411.85 FEET; 2) NORTH 55 DEGREES 05' 48" EAST FOR A DISTANCE OF 160.41 FEET; 3) NORTH 24 DEGREES 16' 16" EAST FOR A DISTANCE OF 118.38 FEET; 4) NORTH 40 DEGREES 21' 28" WEST FOR A DISTANCE OF 87.37 FEET; 5) NORTH 00 DEGREES 45' 23" EAST FOR A DISTANCE OF 299.47 FEET; 6) NORTH 62 DEGREES 00' 45" EAST FOR A DISTANCE OF 287.89 FEET; 7) SOUTH 89 DEGREES 56' 26" EAST FOR A DISTANCE OF 283.15; AND 8) NORTH 00 DEGREES 03' 33" EAST FOR A DISTANCE OF 120.06 FEET TO THE NORTHWESTERLY MOST CORNER OF SAID LOT 28; THENCE LEAVING SAID WESTERLY THE FOLLOWING TWENTY-THREE (23) CONSECUTIVE COURSES AND DISTANCES: 1) NORTH 88 DEGREES 10' 33" EAST FOR A DISTANCE OF 1066.80 FEET; 2) SOUTH 01 DEGREES 49' 27" EAST FOR A DISTANCE OF 4.00 FEET; 3) ALONG AN ARC OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00' 00", A LENGTH OF 94.25 FEET AND A CHORD BEARING SOUTH 46 DEGREES 49' 27" EAST FOR A DISTANCE OF 84.85 FEET; 4) SOUTH 01 DEGREES 49' 27" EAST FOR A DISTANCE OF 8.36 FEET; 5) ALONG AN ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 77.50 FEET, A CENTRAL ANGLE OF 92 DEGREES 39' 59", A LENGTH OF 125.34 FEET AND A CHORD BEARING SOUTH 44 DEGREES 30' 34" WEST FOR A DISTANCE OF 112.12 FEET; 6) SOUTH 43 DEGREES 40' 12" WEST FOR A DISTANCE OF 51.39 FEET; 7) ALONG AN ARC OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 351.67 FEET, A CENTRAL ANGLE OF 05 DEGREES 49' 02", A LENGTH OF 35.70 FEET AND A CHORD BEARING SOUTH 43 DEGREES 25' 17" EAST FOR A DISTANCE OF 35.69 FEET TO A POINT OF COMPOUND CURVATURE; 8) ALONG AN ARC OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 877.69 FEET, A CENTRAL ANGLE OF 19 DEGREES 05' 57", A LENGTH OF 292.57 FEET AND A CHORD BEARING SOUTH 34 DEGREES 29' 18" EAST FOR A DISTANCE OF 291.22 FEET TO A POINT OF REVERSE CURVATURE; 9) ALONG AN ARC OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 152.50 FEET, A CENTRAL ANGLE OF 53 DEGREES 18' 20", A LENGTH OF 141.88 FEET AND A CHORD BEARING SOUTH 51 DEGREES 35' 30" EAST FOR A DISTANCE OF 136.82 FEET TO A POINT OF COMPOUND CURVATURE; 10) ALONG AN ARC OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 40 DEGREES 46' 01", A LENGTH OF 7.12 FEET AND A CHORD BEARING SOUTH 81 DEGREES 22' 19" WEST FOR A DISTANCE OF 6.97 FEET TO A POINT OF CUSP; 11) ALONG AN ARC OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 349.91 FEET, A CENTRAL ANGLE OF 37 DEGREES 43' 11", A LENGTH OF 230.36 FEET AND A CHORD BEARING SOUTH 79 DEGREES

CLTA Preliminary Report

8.3.33

EXHIBIT "A"
LEGAL DESCRIPTION continued

50' 54" WEST FOR A DISTANCE OF 226.22 FEET TO A POINT OF COMPOUND CURVATURE; 12) ALONG AN ARC OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 182.19 FEET, A CENTRAL ANGLE OF 64 DEGREES 19' 01", A LENGTH OF 204.52 FEET AND A CHORD BEARING NORTH 42 DEGREES 08' 09" WEST FOR A DISTANCE OF 193.94 FEET; 13) SOUTH 80 DEGREES 01' 21" WEST FOR A DISTANCE OF 44.88 FEET; 14) SOUTH 35 DEGREES 59' 32" WEST FOR A DISTANCE OF 539.27 FEET; 15) SOUTH 17 DEGREES 22' 57" WEST FOR A DISTANCE OF 344.93 FEET; 16) NORTH 65 DEGREES 23' 37" EAST FOR A DISTANCE OF 402.98 FEET; 17) SOUTH 85 DEGREES 20' 18" EAST FOR A DISTANCE OF 139.96 FEET; 18) SOUTH 82 DEGREES 01' 57" EAST FOR A DISTANCE OF 143.38 FEET; 19) SOUTH 84 DEGREES 53' 34" EAST FOR A DISTANCE OF 150.60 FEET; 20) SOUTH 89 DEGREES 12' 39" EAST FOR A DISTANCE OF 90.76 FEET; 21) SOUTH 73 DEGREES 03' 25" EAST FOR A DISTANCE OF 47.83 FEET; 22) SOUTH 89 DEGREES 24' 29" EAST FOR A DISTANCE OF 184.51 FEET; AND 23) NORTH 80 DEGREES 26' 29" EAST FOR A DISTANCE OF 127.65 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 28; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWELVE (12) CONSECUTIVE COURSES AND DISTANCES: 1) ALONG AN ARC OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1800.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 41' 21", A LENGTH OF 147.31 FEET AND A CHORD BEARING SOUTH 67 DEGREES 13' 26" WEST FOR A DISTANCE OF 147.27 FEET; 2) NORTH 85 DEGREES 22' 44" WEST FOR A DISTANCE OF 382.27 FEET; 3) SOUTH 74 DEGREES 15' 00" WEST FOR A DISTANCE OF 76.45 FEET; 4) SOUTH 71 DEGREES 27' 00" WEST FOR A DISTANCE OF 302.00 FEET; 5) SOUTH 74 DEGREES 23' 00" WEST FOR A DISTANCE OF 202.00 FEET; 6) SOUTH 67 DEGREES 24' 00" WEST FOR A DISTANCE OF 167.00 FEET; 7) SOUTH 58 DEGREES 52' 00" WEST FOR A DISTANCE OF 150.00 FEET; 8) SOUTH 48 DEGREES 02' 00" WEST FOR A DISTANCE OF 161.00 FEET; 9) NORTH 36 DEGREES 09' 00" WEST FOR A DISTANCE OF 147.00 FEET; 10) SOUTH 86 DEGREES 08' 00" WEST FOR A DISTANCE OF 146.00 FEET; 11) NORTH 72 DEGREES 53' 00" WEST FOR A DISTANCE OF 491.00 FEET; AND 12) NORTH 87 DEGREES 41' 00" WEST FOR A DISTANCE OF 216.00 FEET TO THE POINT OF BEGINNING

APN: 329-020-009 (PORTION)

Exhibit E to Purchase and Sale Agreement

(See Attached Memorandum of Purchase Agreement)

Exhibit E to Purchase and Sale Agreement

1015176.7 7948.017

8.3.35

NO FEE DOCUMENT

Government Code § 6103 & § 27383

**Recording Requested By and
When Recorded Mail To:**

Western Placer Unified School District
810 J Street
Lincoln, CA 95648
ATTN: Scott Leaman

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF PURCHASE AGREEMENT

This Memorandum of Purchase Agreement ("Memorandum") is made and entered into as of _____, 2013, between **Western Placer Unified School District**, a California School District ("Purchaser") and **Sierra Joint Community College District**, a California Community College District ("Seller").

RECITALS

A. Seller is the owner of approximately 38.6 acres of unimproved real property located in the City of Lincoln, County of Placer, State of California, APN No. 329-020-043, which property is more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property").

B. Seller and Purchaser are parties to a Purchase and Sale Agreement and Joint Escrow Instructions dated _____, 2013, whereby Purchaser intends to purchase the Property from Seller and Seller intends to sell the Property to Purchaser on the terms and conditions set forth therein (the "Purchase Agreement").

NOW THEREFORE, Seller and Purchaser declare as follows:

1. Seller and Purchaser have executed and recorded this instrument to give notice of the Purchase Agreement and the respective rights and obligations of Seller and Purchaser thereunder. The price and all other terms and conditions of the sale are set forth in the Purchase Agreement. If there is any inconsistency between this Memorandum and the Purchase Agreement, the Purchase Agreement shall control.
2. This Memorandum may be executed in counterpart originals, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

Exhibit E to Purchase and Sale Agreement

1015176.7 7948.017

8.3.36

IN WITNESS WHEREOF, Seller and Purchaser have executed this Memorandum as of the dates set forth below.

SELLER:

Sierra Joint Community College District,
a California School District

By: _____

DATE: _____

Name: _____

Title: _____

PURCHASER:

Western Placer Unified School District,
a California School District

By: _____

DATE: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

Exhibit A to Memorandum of Purchase Agreement

(See Attached Legal Description)

Exhibit E to Purchase and Sale Agreement

1015176.7 7948.017

8.3.39

Exhibit F to Purchase and Sale Agreement

(See Attached Certificate of Acceptance)

Exhibit F to Purchase and Sale Agreement

1015176.7 7948.017

8.3.40

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within grant deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to Western Placer Unified School District, a California school district, is hereby accepted by the undersigned officer on behalf of the Western Placer Unified School District Board pursuant to authority conferred by Resolution No. _____ adopted _____, 2013, by the Western Placer Unified School District.

By: _____
Name: _____
Title: _____

Date

**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:
STAR MOU

AGENDA ITEM AREA:
Action

REQUESTED BY:
Mary Boyle 
Deputy Superintendent Ed Services

ENCLOSURES:
MOU

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
None

MEETING DATE:
October 1, 2013

ROLL CALL REQUIRED:
No

BACKGROUND:

The STAR (Science Theater Art Recreation) Program provides fee-based extended day services to students in grades Kindergarten through Grade 5 on several WPUSD campuses. The STAR Program is available at Foskett Ranch, Lincoln Crossing, Twelve Bridges Elementary and Creekside Oaks Elementary Schools. Additionally, the Little STARS program for preschool students is available at Foskett Ranch Elementary School. At that site, four spaces are reserved for WPUSD special needs preschoolers for inclusion in regular programming, in exchange for free rent for one STAR Preschool classroom. The STAR Program pays facilities fees for all other space as a non-profit organization. STAR operates on WPUSD campuses through an annually renewable Memorandum of Understanding (MOU).

Information on all WPUSD Extended-Day program services including STAR can be found on our website at:
<http://www.wpusd.k12.ca.us/Schools/Support-Services/index.html>

RECOMMENDATION:
Approve WPUSD and STAR MOU for the 2013 – 2014 school year.

MEMORANDUM OF UNDERSTANDING

**Between STAR Science Theater Art Recreation and Western Placer Unified School District
2013-14**

The following Memorandum of Understanding (MOU) sets forth the terms and conditions for a partnership between Western Placer Unified School District (WPUSD) and Science Theater Art Recreation (STAR) and begins on July 1, 2013 (the first day of STAR programming) and ends on June 30, 2014. This MOU may be extended for one additional year term if so requested by both parties. The goal of this partnership is to improve the academic performance of WPUSD students and meet the diverse needs of WPUSD teachers, students, and their families.

The Students and Families

- 1) The students in STAR school age program will come from WPUSD only, while WPUSD students will get priority in the Preschool program; enrollment will be opened to all children of preschool age. Enrollment for both programs can include, at the discretion of the Director and/or the School Board, students who will be eventually enrolled by the school.
- 2) WPUSD and STAR reserve the right to restrict any student from attending the STAR program for behavioral disruptions after reasonable attempts by WPUSD or STAR to provide necessary, positive behavioral supports to that student have failed to curb the behavioral disruptions. WPUSD and STAR may restrict any student from attending the STAR program without reasonable attempts to curb the behavior of the student if the safety of the child or other children is at risk. Neither WPUSD nor STAR have the right to override the decision of the other party to restrict student access to the program.
- 3) All students who use the program must complete enrollment forms prior to accessing the program. Enrollment forms are available at each STAR site. WPUSD or STAR staff members enrolling dependents must complete enrollment forms as well. WPUSD students will attend based upon the tuition rates listed in STAR enrollment forms.
- 4) WPUSD students who are unable to afford tuition due to hardship may be eligible for a partial scholarship, if available, as determined by STAR.
- 5) STAR will maintain emergency contact information for all students and may contact those on the list for the purpose of ensuring the well being of students.

Academic Program

- 6) WPUSD teachers will inform parents of children that are underperforming academically that the school is partnering with STAR and inform parents that STAR's mission is to help children academically.
- 7) STAR will consult with WPUSD teachers regarding individual student work, needs and upcoming assignments. WPUSD teachers will be made available at the discretion of the WPUSD site Principal for the purpose of communicating the strengths and needs of students.
- 8) STAR will align curriculum with California State Standards and/or California Common Core State Standards (CCCSS) for appropriate grade levels. STAR Homework Club will address curriculum and assignments from district teachers.
- 9) STAR will seek input from WPUSD teachers on program success and possible modifications. WPUSD agrees that its teachers will work with STAR teachers to promote this collaboration.
- 10) STAR may collect data, if available and if parents have authorized access to academic records and progress, on homework completion and classroom performance of students enrolled in STAR before and after joining the program.
- 11) STAR PreK will conduct an annual survey of parents to assess satisfaction and report survey results to WPUSD.
- 12) WPUSD staff and teachers will inform parents of STAR's availability as an option for all students but especially for those students who are in need of additional academic support.
- 13) WPUSD will assist in STAR's outreach to the WPUSD parent community so as to ensure that families are well educated about the program.

Updated June 20, 2013

8.4.1

- 14) STAR will notify the WPUSD site Principal of any incident that requires emergency medical assistance, legal liability, police intervention, or maintenance by the district for safety purposes.
- 15) STAR and WPUSD will include mutual links on their respective web sites for the purpose of educating families and other educational institutions about each organization and their programs.
- 16) WPUSD agrees to refer STAR to its families at sites at which there are STAR programs by:
 - a. Allowing STAR to include information in folders that are sent out to parents.
 - b. Adding information about STAR and related materials periodically to mailings to its families.
 - c. Keeping informational material about STAR in a highly visible place near the schools' entrances and in the school office.
 - d. In schools where email is a form of communication the school may provide the parent email list to STAR or may provide the means for STAR to communicate with the WPUSD parent community by email for the sole purpose of keeping parents informed and reminded of the STAR program.
 1. Parents will all be given the option to "opt out" of receiving STAR correspondence via email.

Other

- 17) WPUSD will provide STAR school age and STAR Preschool access to designated STAR classrooms on each school site to facilitate the program one hour before and after program start and end times whenever possible, to ensure the space is cleaned and re-set for the following day's use. For STAR Summer Program, WPUSD agrees to provide STAR access to any reserved classrooms by at least three hours after the end of the final teacher work day of the school year. WPUSD will be responsible for routine maintenance of the facility as requested through the WPUSD work order process. STAR will be responsible for any damage to the facility as a result of negligence by STAR employees.
 - Carlin C. Coppin Elementary School – 11:20 – 6:30 p.m. program (WPUSD will waive Facilities Use Fees for months where the minimum daily enrollment of 12 children is not reached)
 - Creekside Oaks Elementary School – 11:20 – 6:30 p.m. program; (and 6:30 – 8:05 a.m. if at least 6 students)
 - Foskett Ranch Elementary School – 6:30 a.m. – 6:30 p.m. program
 - Foskett Ranch Elementary School – PreSchool Program – 9:00 a.m. – 12:00 noon
 - Lincoln Crossing Elementary School – 6:30 – 8:05 a.m. and 2:40 – 6:30 p.m. program
 - Twelve Bridges Elementary School – 6:30 – 8:05 a.m. and 2:40 – 6:30 p.m. program
- 18) STAR agrees to pay facilities fees based on the Board approved fees schedule for preferential long-term users. WPUSD agrees to provide STAR with 90 days' notice for any fee increase. The current fee schedule is available on the WPUSD website. STAR Preschool at Foskett Ranch Elementary School agrees to reserve four enrollment spaces for WPUSD Special Education preschool inclusion, to be shared amongst such children that have general education inclusion in their Individual Education Plans in exchange for free rent for one STAR Preschool classroom. Dates of occupancy for STAR programs during the school year, academic holidays, and summer months, as well as dates of non-occupancy due to cleaning schedules, will be noted on the Facilities Use forms, and will be completed by February 1 of each year for the following July 1 – June 30 school year.
- 19) Families of WPUSD Special Education preschool inclusion students who participate in the STAR Preschool program will need to complete all STAR registration paperwork online that is required by the STAR Preschool Program. WPUSD will provide an aide to assist with the initial transition of inclusion students into the STAR Preschool Program, with the aide service fading out over time to facilitate the child's independence, as agreed upon by WPUSD and STAR personnel as appropriate for each inclusion child.
- 20) Due to California Social Services restrictions, WPUSD will not plan activities in the after-school or preschool space reserved by STAR for the times of STAR program operation. WPUSD will not plan activities in the STAR Nova space during time designated for the STAR NOVA classes without identifying a temporary alternative well in advance of any schedule or location change.
- 21) STAR will leave classrooms and all site space utilized by STAR in clean and neat condition at the end of each day's program. All STAR supplies and equipment will be safely and properly stored away at the end of each day by STAR staff.

- 22) STAR agrees to ensure that the classrooms that are allocated for the program are left in the same condition or in better condition than they were left in prior to the beginning of daily programming.
- 23) A representative of STAR will be given access and keys to the building and building alarm procedures for space used during "off hours" to facilitate any STAR related work that must be completed.
- 24) All STAR staff are qualified by the requirements of California Social Services regulations for Preschool teachers and school age teachers.
- 25) STAR and WPUSD agree that neither party will interview or hire teachers or assistants that are currently employed by either STAR or WPUSD without first consulting with the other party.
- 26) STAR will provide WPUSD with a certificate of insurance with endorsement naming Western Placer Unified School District as an additional insured to cover \$1,000,000 of general liability insurance.
- 27) STAR reserves the exclusive right to determine the investment made in the WPUSD facility for the purpose of after school programming; however, the intention of STAR is to procure materials, furniture, and equipment and to create space for an after-school enrichment area and/or activity and study rooms that meets the needs of the STAR after school program.
- 28) All STAR employees will be required to undergo background checks to include livescans and tuberculosis tests to ensure that they are eligible to work with the children that will be in their care. This is a function that will be the responsibility of STAR to facilitate and maintain. Records of background checks will be made available to WPUSD administration upon request.
- 29) STAR will be responsible for all accounting functions associated with this program including determining the FTE of scholarship and non-scholarship students, billing students and collecting fees from students or their parents/guardians.
- 30) WPUSD teachers and staff will not assist in collecting unpaid fees.
- 31) During the time that is covered by this agreement, WPUSD agrees not to bring into any school site which currently offers the STAR program another after-school program that would compete with any part of STAR to provide a balanced after school program. District programs that are offered by WPUSD are exempt from this restriction.
- 32) STAR shall indemnify and hold WPUSD harmless from and against any judgment, loss, damage, liability, cost and expense incurred in connection with or arising from any claim, suit, action or proceeding against STAR and/or WPUSD to the extent the basis of such claim is (i) the willful or negligent act or omission of STAR in connection with this agreement or (ii) that a third party has been or may be injured or damaged in any way by any material breach by STAR of its duties, representations, or warranties under this agreement. WPUSD will be held responsible for any district negligence.
- 33) This is the entire agreement and any changes to this agreement must be in writing and approved by both STAR and WPUSD.
- 34) This agreement can be terminated by either party with 90 days' written notice.
- 35) This agreement shall be construed and enforced pursuant to the laws of the State of California. Any disputes arising out of this Agreement shall be brought in the courts of the State of California.

MEMORANDUM OF UNDERSTANDING

Between WPUSD & STAR

WPUSD
NAME: Mary Baile
POSITION: Deputy Supt Ed Services
M Baile 6/26/13
SIGNATURE DATE

STAR
NAME: Sasha Mendenhall
POSITION: Program Coordinator
Sasha 6/26/13
SIGNATURE DATE

**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:

2013-14 District Goals and Objectives

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

District office

FINANCIAL INPUT/SOURCE:

All sources

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

Draft 2013-14 objectives based on district goals are being presented the Board at this time.

RECOMMENDATION:

Discuss the document and provide input.

8.5

Goals and Objectives for the Management Team

2013-14

Initial Draft: September 9, 2013
Board Review and Input: October 1, 2013
Board Approval:
Final Presentation:

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

Goal #1 Develop and continually upgrade a well articulated K-12 academic program

<i>Objective</i>	<i>Background</i>	<i>Benchmark</i>	<i>Actions/ Responsibility</i>	<i>Final</i>
1a - Focus on API and AYP targets while preparing to transition to new accountability system.	1a - The district and its schools continue to improve on API and AYP targets. This progress will be supported by the district. Subgroups not making goals will receive focused support. AYP and API requirements are expected to be modified based on transition to LCAP and SBAC.	1a - By June 2014, All schools will show growth on API and AYP. Focus program support on Long-Term English Learners. Schools in Program Improvement will complete mandated tasks. Results from 2013 - 14 will be presented to the Board in the Fall of 2014.	<ul style="list-style-type: none"> Intervention, ELD and program support 	
			<i>Deputy Superintendent/ All Staff</i>	
1b - Plan and enhance opportunities within the curriculum for academically achieving students.	1b - Academic high achieving students require increased opportunities based on their capabilities.	1b - By June 2014, fifty percent (50%) of students will meet A-G requirements. Additional Lincoln High School courses will be identified for A - G credit and/or 2 + 2 agreements with Sierra College. Advanced Placement (AP) courses will be offered. . GEMS GATE/HA program expansion will be explored. GATE/Differentiation Certification Professional Development workshops will be offered.	<ul style="list-style-type: none"> Increase and track A-G opportunities & attainment Support and increase enrollment in AP courses Support district GATE and High Achiever programs Increase 2 + 2 credit courses from 6 to 10 Offer GATE Certification 	
			<i>Lincoln High School Admin and Staff/ Deputy Superintendent</i>	

8.5.2

1c – Support/monitor local special education offerings.	1c – In recent years, the district has brought many special education programs back to the district; percentage of special needs students has increased.	1c- By June 2014, complete special education manual, continue PLC's for secondary special education staff and new programs. Continue to implement recommendations of General Education/Special Education Work Group.	<ul style="list-style-type: none"> Complete Benchmarks <i>Special Education Administration / Deputy Superintendent / LCE principal / Special Education Staff</i>	
1d – Support/monitor alternative education programs.	1d- Not all students respond to traditional K-12 programs. For some students an alternative program is most helpful and appropriate.	1d-By June 2014, increase alternative education offerings in the district and evaluate future options to assist students.	<ul style="list-style-type: none"> Continue to implement CARE program at LHS and GEMS. Continue to pilot a District Independent Study Program <i>Deputy Superintendent / GEMS principal / PHS principal</i>	
1e-Implement Additional Transition Kindergarten (TK).	1e-Students turning five between October 1, 2013 and December 2, 2013 will be eligible for TK.	1e-By June 2014, Staff will expand the TK program to include at least one additional class to include students with September, October, and November birthdays who are eligible for the TK program.	<ul style="list-style-type: none"> Establish additional TK classes at WPUSD elementary sites Communicate with families Register eligible children for TK <i>Deputy Superintendent / Select Principals</i>	

8.5.3

1f – Continue implementation of Common Core State Standards.	1f – Common Core State Standards (CCSS) were adopted by the State of California in 2010 and replace the 1997 California State Standards. Districts and County offices have begun the implementation process.	1f – By June, 2014, all core academic teachers and special education teachers will have attended professional development in the Common Core State Standards. Peer Coaches will provide support. Complete adoption process for K/12 Mathematics, with implementation of new textbooks set for 2014/15.	<ul style="list-style-type: none"> Implement WPUSD Common Core State Standards Implementation Plan for 2012 – 2015. Implement Professional Development (PD) Plan for 2013 – 2014 and Provide PD for teaching staff Continue Peer Coach Program Complete infrastructure and hardware requirements to prepare for Smarter Balanced Assessment Consortium (SBAC) testing 	
1g-Implement the Local Control Funding Formula with Adequate Reserves/Adopt a Local Control Accountability Plan	1g-2013-14 is the first year the district will receive funding through the Local Control Funding Formula (LCFF). A Local Control Accountability Plan (LCAP) is due to the Board by July, 2014. Many aspects of these initiatives will not be available until Spring, 2014.	1g – By June 2014, submit a 2014-15 budget to the Board with adequate reserves to maintain positive certification. By July, 2014 submit a compliant Local Control Accountability Plan to the Board for review and approval.	<ul style="list-style-type: none"> Identify 2014-15 budget reductions with committee input Update the Board on budget issues Disseminate information about LCFF and LCAP Gather input on LCAP 	<i>Deputy Superintendent, Principals, Peer Coaches, Director of Technology</i> <i>Assistant Superintendent/Deputy Superintendent/ Superintendent/ District Office Administration/ All Staff</i>

8.5.4

1h - Increase teacher and student use of technology	1h - Common Core State Standards, SBAC assessments and new curriculum require greater use of technology in the classroom and for learning.	1h - By June 2014, teachers will be implementing WPUUSD Revised Technology Standards with fidelity to ensure increased teacher and student use of technology.	Site Tech Trainers will provide site-level leadership and professional development and assistance; site administration will model and use technology regularly. <i>Deputy Superintendent, Principals, Site Tech Trainers, Director of Technology</i>
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Goal #2 Foster a safe, caring environment where individual differences are valued and respected

<i>Objective</i>	<i>Background</i>	<i>Benchmark</i>	<i>Actions/ Responsibility</i>	<i>Final</i>
2a - Continue to create consistent and caring environments for students.	2a - Positive student attendance and behavior are an integral part of a successful education.	2a - By June 2014, additional supports will be in place to reinforce positive student behavior and attendance.	<ul style="list-style-type: none"> Establish district and site attendance goals and incentives Continue to implement SARB and SAM processes Continue to implement CARE program at LHS and GEMS for 2013-14. Continue to implement Building Effective Schools Together (BEST) and Positive Behavioral Interventions and Supports (PBIS) programs at selected sites 	
			<i>Deputy Superintendent/ Selected Principals/ Selected Staffs</i>	

Goal #3 Provide facilities for all district programs and functions that are suitable.

<i>Objective</i>	<i>Background</i>	<i>Benchmark</i>	<i>Actions/ Responsibility</i>	<i>Final</i>
3a - Continue process of Division of State Architect (DSA) Close-Outs on all District sites.	3a - As the State of California via DSA have made Close Out of all school construction projects mandatory, and often a condition of approval for future projects, all California school districts have the need to close out any and all outstanding past projects in compliance with DSA's standards.	3a - Half of all open projects will be closed out by June 30, 2014.	Continue the process of working on closing out sites and projects. <i>Assistant Superintendent/Facilities Coordinator</i>	
3b - Create and maintain a safe, clean, healthy learning environment consistently and equitably at all school sites.	3b - WPUUSD has 11 unique school sites each with unique maintenance and custodial needs.	3b - By October 2013, custodial staff will update the CASH Facility Inspection Tool for each site with focus on improvement on areas of concern from 2011 Facility Inspection Tool (FIT) analysis.	<ul style="list-style-type: none"> Review the FIT form with the staff and work with them to complete the form for 2012-13 and implement necessary maintenance and improvements by June 2013. Provide staff with training opportunities as necessary to complete the improvements identified in the FIT forms. <i>Assistant Superintendent/Director of Maintenance</i>	

8.5.6

3c – Continue to explore options for funding school modernization and construction from the state level to private grants.	3c - With new development starting again in Lincoln, it is important the district continue to educate city and county officials as well as developers regarding the funding shortfall that exists for new school facilities.	3c – Update the Facility Master Plan based on current information and input. Re-establish Facilities Needs Committee. Build relationships with city staff, city council, and developers.	<ul style="list-style-type: none"> Advocate for adequate student housing funding with city and county officials, developers, and community. Keep abreast of the changing regulations on the all State Funding programs and take steps to ensure that WPUSD is in line with those requirements Continue working in good faith with future Villages within the City of Lincoln sphere of influence to negotiate funding for future schools Research grants and funding sources as they become available Update Facility Master Plan 	
3d – Balance middle school enrollments based on future growth	3d – Based on district modeling, Twelve Bridges Middle School will be unable to absorb student growth based on current boundaries	3d – Engage in a process to realign middle school boundaries resulting in Carlin C. Coppin Elementary students attending Glen Edwards Middle School	<i>Assistant Superintendent/Facilities Department</i> <ul style="list-style-type: none"> Develop process for attendance boundary adjustments Hold public meetings for parents to communicate process and gain comments/concerns Develop recommendations of boundary changes effective 2014-15 for board review and approval 	
			<i>Assistant Superintendent/Facilities Coordinator</i>	

8.5.7

3e – Explore agricultural conservancy at the current Lincoln High School Farm site and formally acquire Mariner (Rockwell) Ranch.	3e – The school board approved a resolution in the past to place the Lincoln High School Farm in an agricultural conservancy. The district also was selected to acquire an additional 500 acres from CalTrans.	3e – By June 2014, working with the Farm Foundation, conservancy options will be implemented by the district and the agreement with CalTrans will be finalized.	<ul style="list-style-type: none"> • Work with the Farm Foundation on implementing conservancy options • Finalize purchase of Mariner Ranch 	Superintendent/LHS Principal// Farm Foundation
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Goal #4 Promote the involvement of the community, parents, local government, business, and service organizations as partners in the education of students.

<i>Objective</i>	<i>Background</i>	<i>Benchmark</i>	<i>Actions/Responsibility</i>	<i>Final</i>
4a – Increase communication, both on content and outlets through the use of appropriate technologies, information, and community resources	4a – Timely communication, both proactive and reactive, is important for parents and the greater community to partner with schools.	4a – By June 2014, school and district websites will be consistently updated in a timely manner. The school district will have a presence at City Council meetings. Service organizations will be visited. Build relationships with local realtors.	<ul style="list-style-type: none"> • District and Sites update websites • District Office staff will attend City Council meetings • Services Organizations visited • Community resources utilized • Realtor activities organized 	All Administrative Staff// Other Selected Staff

A. W. 8

4b – Communication and collaboration with the city will be increased.	4b – Joint partnerships and support including joint use facility agreements, joint future school facility planning, and the library assist district families and community members. Ongoing joint collaborative meetings take place throughout the year. City support for adequate school facilities in the Villages and infill will be sought.	4b – By June 2014, collaboration meetings with the city will continue and other avenues of partnership will be evaluated. City support for appropriate educational facilities will be garnered. Streamlined Joint Use Agreements will be authored.	<ul style="list-style-type: none"> • Hold meetings with city manager • Update joint use agreements, as needed • Meet with the City concerning Village educational facilities including small group and workshop settings • Author a common Joint Use Agreement 	
			<i>Superintendent/ District Office Staff</i>	

8.5.9

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

<i>Objective</i>	<i>Background</i>	<i>Benchmark</i>	<i>Actions/ Responsibility</i>	<i>Final</i>
5a – Establish the Student Wellness Committee co-chaired by the Food Service Director and the Deputy Superintendent to comply with the Reauthorization Act of 2004.	5a – WPUSD has a wellness policy in place as required. However, we have not implemented the goals within the policy including forming the Wellness Committee.	5a -By June 2014, The committee will consist of members from food services, physical education, Board of trustees, teachers, nurses, principals, administration, students and parents.	<ul style="list-style-type: none"> Review and revise the wellness policy as necessary. Develop and document measurable goals for nutrition education and physical activity. Publish nutrition guidelines for all foods sold on campus. Measure the effectiveness of the committee by evaluating the participation of parents and students. Implement "Project Fit Kids" grant-funded program. 	
			<i>Deputy Superintendent/Assistant Superintendent/ Technology/ Director of Food Services and Food Services Department</i>	

5b – Establish a protocol for Suicide Prevention and Response	5b – Like many communities, suicide and attempted suicide is an ongoing issue.	5a -By June 2014, a protocol will be established that addresses possible suicides and attempts. Suicide prevention activities will be initiated.	<ul style="list-style-type: none"> • Protocol written • Sites trained on protocol • Prevention activities planned and initiated 	
			<i>Superintendent/Deputy Superintendent/ School Psychologists/PCOE Staff/</i>	

8.S.11

**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:

Interdistrict Agreement/Residency
Based on Employment

AGENDA ITEM AREA:

Discussion/Information

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

October 1, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

An interdistrict/Residency Based On Employment (RBOE) report will be presented to the Board. In addition to the attached report, it should be noted that there was a dramatic decrease in board appeals, but the overall number of interdistrict approvals held at about the same average as past years. One change implemented this year was the approval of RBOE that exceeded the 75 student limited allowed by law. There are currently 120 students approved through RBOE, with 109 approved in 2011-12, and 92 approved in 2010-11.

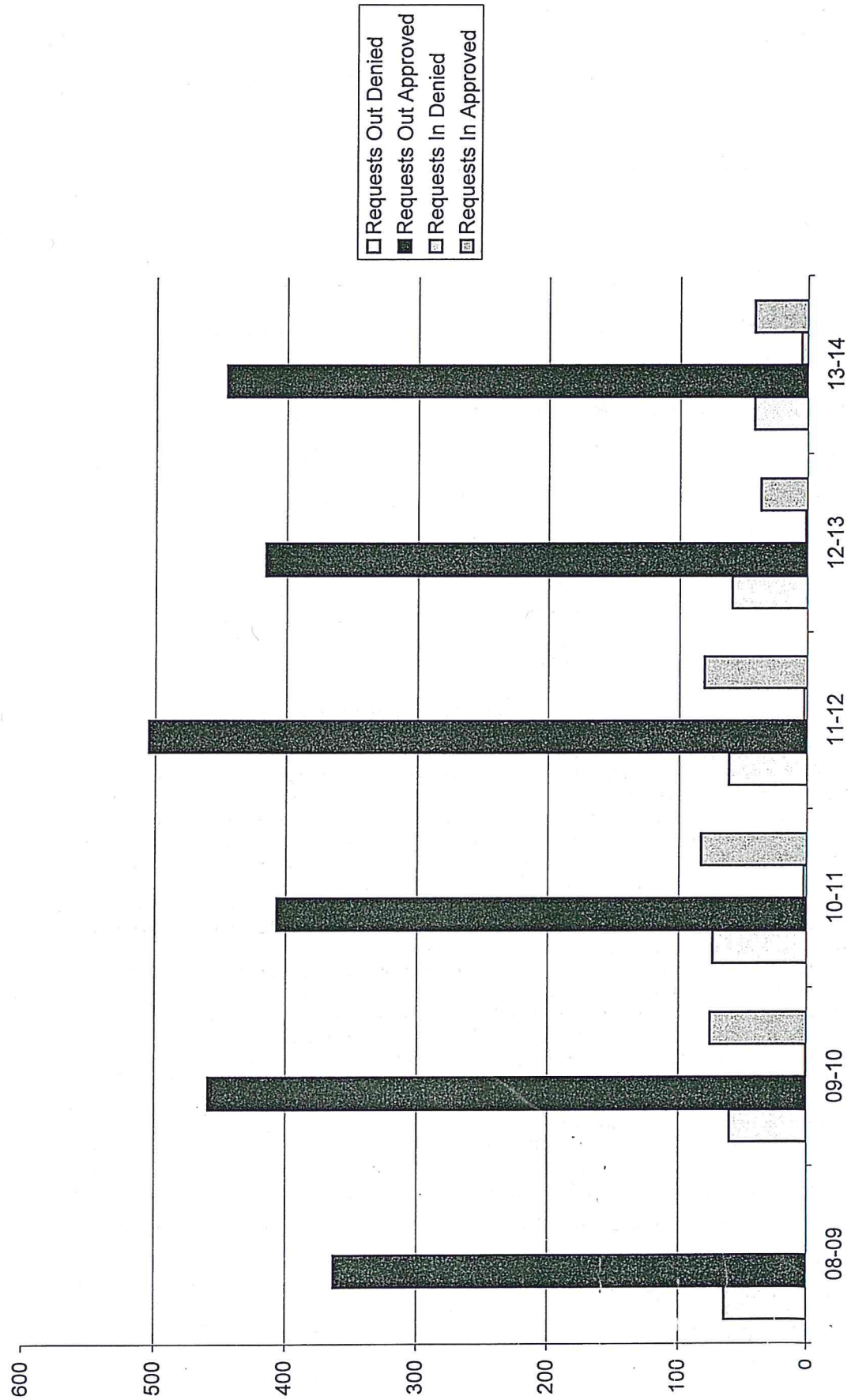
Discussion Topics

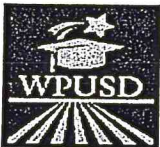
- 1) Should the district continue the practice of granting RBOE above the 75 student limit?
- 2) Is the Board comfortable with the current reasons we grant interdistrict transfers found in Administrative Regulation 5117 (attached inside the parent handbook)
- 3) Should we continue to use the same process?
- 4) Comments on our interaction with the County Board?

ADMINISTRATION RECOMMENDATION:

Discuss the report and topics.

WPUSD Interdistrict/Employment Residency Requests





WESTERN PLACER
UNIFIED SCHOOL DISTRICT

600 Sixth Street, Suite 400
Lincoln, CA 95648
(916) 645-6350 Phone • (916) 645-6356 Fax

REQUEST FOR INTERDISTRICT TRANSFER ATTENDANCE FORM

_____ SCHOOL YEAR

Please Complete One Form Per Child

☐ Out of County

☐ Placer County Schools

☐ New Applicant

☐ Renewal

Today's Date _____

Student's Name _____ Grade _____ DOB _____

Physical Address _____

Mailing Address _____

Parent/Guardian Address (if different from above) _____

Parent/Guardian Phone: Home _____ Work _____ Other _____

Resident District Western Placer Unified School District School _____

Requested District _____ School _____

Reason for Request: ☐ Child Care _____
☐ Employment _____
☐ Other _____

(Attach additional pages if more space is needed.)

Terms and Conditions/Standards

1. This application form must be submitted by any deadline established in each district's policy/regulation. Failure to submit an application by this deadline is good cause for denial.
2. Any false or misleading information provided to support a request may be grounds to deny, revoke or not renew a permit.
3. The terms and conditions to approve or deny an initial request are included in the board policy/regulation of each district but may include space availability, enrolling siblings in the same district and/or allowing students to complete a school year. The decision whether to approve or deny an initial request will be made by each district in accordance with its policy/regulation.
4. Interdistrict transfer students must annually reapply to both districts. The re-application must be approved by both districts in order for students to continue attending school in the district of enrollment.
5. The standards for reapplication are included in the board policy/regulation of each district but may include space availability, district resources, and the enrollment and/or participation in the requested educational program. The decision to renew an existing permit will be made by each district in accordance with its policy/regulation.
6. The terms and conditions for revocation of an existing permit are included in the board policy/regulation of each district but may include violation of district and/or school rules, and/or failure to demonstrate acceptable academic performance, attendance and/or behavior. Any decision to revoke a permit may be made by each district in accordance with its policy/regulation.
7. Transportation to and from school is the responsibility of the parent/guardian.
8. Student athletes must check the CIF eligibility rules before submitting their application.
9. No financial obligation shall be incurred by the district of residence for services rendered under this permit.

Upon the full execution of this application form, the terms and conditions/standards listed in 1-9 above will form the interdistrict attendance agreement between the districts.

PLEASE INITIAL HERE THAT YOU HAVE READ THE INTERDISTRICT ATTENDANCE REQUEST PARENT HANDBOOK _____

Are you currently under an expulsion order? ☐ Yes ☐ No If Yes, from which school/district? _____

Is your child receiving **SPECIAL EDUCATION** or other services? If so, which services (*Please check one or more*)

☐ Special Day Class ☐ Resource Specialist ☐ Speech & Language ☐ Adaptive Phys. Ed. ☐ 504 Plan ☐ Other

Parent/Guardian _____
(Print Name) (Signature)

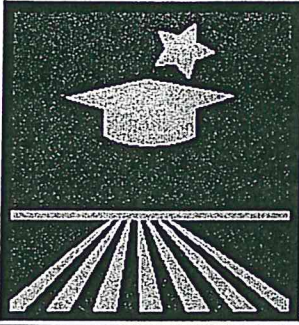
FOR RESIDENT S.D. OFFICE USE ONLY
_____ Granted _____ Denied

Resident District Superintendent's Signature _____
Date _____
Revised: 8/2013

FOR REQUESTED S.D. OFFICE USE ONLY
_____ Granted _____ Denied

Requested District Superintendent's Signature _____
Date _____

8.6.2



**WESTERN PLACER
UNIFIED SCHOOL DISTRICT**

INTERDISTRICT ATTENDANCE REQUEST

PARENT HANDBOOK

8.6.3

CONTENTS

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Administrative Regulation 5111.12	<i>Page 12</i>

INTERDISTRICT STUDENT TRANSFERS

The Western Placer Unified School District is responsible for providing educational services to students residing in district boundaries. The district builds schools, hires staff, purchases supplies, and engages in comprehensive planning to meet its educational mandate. The Board commits extensive resources based on this planning to adequately prepare for every student that resides, and plans to reside, in the district. The state provides revenue to meet financial commitments based on student enrollment by district of residence. Each student attending another district results in a financial loss. Consequently, in order to plan effectively, provide quality educational opportunities, and meet our financial commitments based on the State's intent to educate children by district of residence, it is important to retain as many students as possible.

The Board expects parents who live within our attendance boundaries to enroll their students in our schools so we can continue to plan and meet our commitments. However, WPUUSD has established a process to evaluate requests for students who reside in one district while intending to attend school in another district. This process is called an interdistrict transfer request. The request must be approved by the district in which the student lives and the desired district of attendance to allow the student to enroll.

This handbook contains information for parents, students, and the community to help clarify this process. Included in this handbook are the Board Policy and Administrative Regulations the district uses as a guide for making decisions concerning transfers. Nothing in this handbook changes the laws, Board Policy or Administrative Regulations governing interdistrict transfer, but is intended to assist in clarifying the process.

INTERDISTRICT STUDENT TRANSFER PROCESS

INITIAL REQUEST

The first step in the process is to obtain an Interdistrict Request Form from the district where your student lives. Complete the form and deliver or mail it to the district where your student lives. The district typically outlines the reasons an interdistrict may be approved in Board Policy or Administrative Regulations.

A visitation will need to be completed prior to consideration of your interdistrict transfer. Should you request to continue with the application process, please bring the tour letter, signed by a school official to the District Office (600 Sixth Street, Suite 400 Lincoln, CA 95648).

In Western Placer Unified School District (WPUUSD), reasons an interdistrict request may be approved include:

1. To meet the child care needs of the student when options within the district of residency are not available. If an option within the district residence is available, only cases of hardship may be granted. (Education Code 46601.5) Once a permit has been issued based on childcare needs, a student in grades K-7 may not be required to reapply for an interdistrict transfer as long as the student continues to receive childcare in the receiving district. (Education Code 46601.5)
2. To meet a child's special mental or physical health needs, as prescribed by a physician, and school psychologist or other appropriate school personnel, with concurrence from the sending district.

(cf. 6159 – Individualized Education Program)

3. When the student has a sibling(s) attending school in a receiving district, unless the student in the receiving district is attending based on an interdistrict agreement.
4. To allow the student to complete a school year when his/her parents/guardians have moved out of the district during that year.
5. To let eighth grade students attend the same school they attended as seventh grade students, even if their families moved out of the district during their seventh grade year.
6. To let seniors attend the same school they attended as juniors, even if their families moved out of the district during their junior year.
7. When the parent/guardian provides satisfactory documentation, as determined by the sending district, that the family will be moving to the receiving district in the immediate future and would like the student to start the year in that district.
8. When recommended by the School Attendance Review Board or by county child welfare, probation or social service agency staff member in documented cases of serious home or community problems, which make it inadvisable for the student to attend the school of residence.
9. Other significant reasons not included on the Interdistrict Request Application.

In addition to the reasons above, Administrative Regulation 5111.12 allows students to establish residency (attend) a district in which the parent/guardian is employed. The parent must submit proof of employment such as a paycheck stub or letter from the employer. California law allows school districts to limit students exiting the district to one percent (1%) of Average Daily Attendance or 75 students, whichever is greater. WPUSD currently exceeds this amount of students exiting our district under this law.

Please include any information or reasons you feel are important on the interdistrict request form, even if they do not fit in the above criteria. You may attach this information to the form if there is not adequate space.

DISTRICT RESPONSE

The district of residence will review the request for the current school year and take action within thirty (30) days or you have the right to appeal directly to the Placer County Board of Education (PCBOE). In WPUSD, the Superintendent will review the form and will contact you with an approval or denial based on the reasons stated on the form.

Approval of Interdistrict Request

If approved, the signed form is returned to the parent/guardian to submit to the receiving district. If approved by the receiving district, the student may be enrolled in the new district. If denied by the receiving district, the parent has the right appeal to the PCBOE.

Denial of Interdistrict Request

If denied, the parent may request in writing an appeal of the decision before the WPUSD school board. This appeal is heard at the next available board meeting in closed session. This gives parents/guardians the option to address the board directly with their reasons for requesting the interdistrict transfer. After the closed session, the board will vote in open session whether to accept or reject the appeal. If the parents do not appeal the decision, the child's assigned district will be WPUSD or the parents may request an appeal hearing with the PCBOE.

APPEAL TO THE PLACER COUNTY BOARD OF EDUCATION

You may contact the Placer County Office of Education at (530) 889-8020 and request information for appealing the decision to the board of education. The PCBOE has a parent handbook to assist with the process at the county level. Denials from the WPUSD school board based on establishing residency through parent/guardian employment are not eligible to be heard by the PCBOE because WPUSD currently exceeds the amount of students exiting through this law. The PCBOE will approve the appeal allowing the student to enroll in the new district, or will deny and uphold the decision of the local school board. The forms must be filed with PCBOE within 30 days of the date you received notification from either district that your request was denied. Board action regarding the appeal is final.

Students who are under consideration for expulsion or who have been expelled pursuant to Sections 48915 and 48918, may not appeal interdistrict attendance denials or rescissions while expulsion proceedings are pending, or during the term of the expulsion.

8.6.7

WESTERN PLACER UNIFIED SCHOOL DISTRICT

FREQUENTLY ASKED QUESTIONS

- Q. If I return my transfer request early, will it give me a better chance getting it approved?**
A. No, transfers are based on criteria in Administrative Regulation 5117. The only exception would be if WPUSD fell below 75 students requesting a transfer due to parent employment.
- Q. I will be requesting a transfer for more than one child. If one is approved, will all of the requests for my children be approved?**
A. No, each request is considered separately based on the criteria.
- Q. I will be requesting a transfer for both of my children. Do I complete one form for each child?**
A. Yes, please submit a form for each student.
- Q. If my request for a transfer is approved, is transportation available?**
A. No. Transportation is not provided for interdistrict transfers.
- Q. My student presently is on an interdistrict transfer. Do we need to re-apply each year?**
Yes. Each year, paperwork must be submitted for an interdistrict transfer. Renewals based on employment and childcare may require a different "Re-certification Form". Please see the front desk for this "Re-Certification Form".
- Q. Where do I get the transfer request form?**
A. Interdistrict transfer forms may be picked up at WPUSD Monday - Friday from 7:30 - 4:30.
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648
Or, you may obtain a form at our website:
<http://www.wpusd.k12.ca.us/documents/Parent%20Resources/IDA%20Form%20New%202012.pdf>

For more information, please contact the WPUSD district office at (916) 645-6350.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Board Policy 5117

STUDENTS

BP 5117(a)

INTERDISTRICT ATTENDANCE

The Governing Board recognizes that students who reside in one district may request to attend school in another district and that such choices are made for a variety of reasons. The Board also recognizes the value of the educational programs and services that are available in the District.

Interdistrict Attendance Permits

Upon request by students' parents/guardians, the Superintendent or designee may approve interdistrict attendance permits with other districts on a case-by-case basis to meet individual student needs.

The Superintendent or designee shall ensure that interdistrict permits specify the terms and conditions agreed to by both districts for the granting, denial, or revocation of the permit as well as the standards for reapplication.

The Superintendent or designee may deny the granting of an interdistrict attendance permit because of overcrowding within district schools or limited district resources, or due to an adverse impact on District operations.

Limits on Student Transfers out of the District

In addition, transfers out of the district may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code 48307)

A denial of the request by the Superintendent or designee may be reviewed by the Governing Board upon written request of the parent or legal guardian.

Legal Reference:

EDUCATION CODE

46600-46611 *Interdistrict attendance agreements*

48204 *Residency requirements for school attendance*

48300-48315 *Student attendance alternatives*

48915 *Expulsion; particular circumstances*

48915.1 *Expelled individuals: enrollment in another district*

48918 *Rules governing expulsion procedures*

48980 *Notice at beginning of term*

52317 *Regional Occupational Center/Program, enrollment of students, interdistrict attendance*

Legal Reference: (continued on next page)

INTERDISTRICT ATTENDANCE

GOVERNMENT CODE

6250-6270 *Public Records Act*

ATTORNEY GENERAL OPINIONS

84 *Ops. Cal. Atty. Gen.* 198 (2001)

87 *Ops. Cal. Atty. Gen.* 132 (2004)

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

WEB SITES

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

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

Policy **WESTERN PLACER UNIFIED SCHOOL DISTRICT**

adopted: September 4, 20007 Lincoln, California

revised: March 15, 2008

revised: March 15, 2011

revised: February 21, 2012

8.6.10

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Administrative Regulation 5117

Students

AR 5117(a)

INTERDISTRICT ATTENDANCE

The Superintendent or designee may approve interdistrict attendance agreements for the following reasons:

1. To meet the child care needs of the student when options within the district of residency are not available. If an option within the district is available, only cases of hardship may be granted.

Such students may be allowed to continue to attend district schools only as long as they continue to use a child care provider within district boundaries through eighth grade.

2. To meet a child's special mental or physical health needs, as certified by a physician, school psychologist or other appropriate school personnel with approval from the sending district.

(cf. 6159 – Individualized Education Program)

3. When the student has a sibling(s) attending school in a receiving district, to avoid splitting the family's attendance unless the student in the receiving district is attending based on an interdistrict agreement. Applications for students to attend with siblings will be determined on a case-by-case basis.
4. To allow a student to complete a school year when his/her parents/guardians have moved out of the district during that year.
5. To allow juniors and seniors to attend the same school they attended as sophomores. (Education Code 46600)
6. When the parent/guardian provides written evidence, that the family will be moving to the receiving district in the immediate future and would like the student to start the year in that district.
7. When the student will be living out of the district for one year or less
8. When recommended by the School Attendance Review Board or by county child welfare, probation or social service agency staff in documented cases of serious home or community problems, which make it inadvisable for the student to attend the school of residence.

(cf. 5113.1 - Chronic Absence and Truancy)

9. Other significant reasons documented on the application.

8.6.11

INTERDISTRICT ATTENDANCE (continued)

AR 5117(b)

An interdistrict attendance permit shall not exceed five years. Each permit shall stipulate the terms and conditions established by both districts under which interdistrict attendance shall be permitted, denied, or revoked and any standards of reapplication. (Education Code 46600)

Once a student is enrolled in a school, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the permit. Existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

Interdistrict attendance agreements or applications shall not be required for students enrolling in a regional occupational center or program. (Education Code 52317)

The Superintendent or designee may deny initial requests for interdistrict attendance agreements if the school's facilities are overcrowded at the relevant grade level and based on other considerations that are not arbitrary. However, once a student is admitted based on child care needs, his/her continued attendance may not be denied because of overcrowding.

If, within 30 calendar days after the person having legal custody of a pupil has so requested, the governing board of either school district fails to approve interdistrict attendance in the current term, or, in the absence of an agreement between the districts fails or refuses to enter into an agreement, the district or residence, shall advise the person requesting the permit of the right to appeal to the county board of education. The Superintendent or designee shall notify parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601.

The Superintendent or designee shall notify parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601.

(cf. 5145.6 – Parental Notifications)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (Education Code 46601)

(cf. 5119 – Students Expelled from Other Districts)
(cf. 5114.1 – Suspension and Expulsion/Due Process)

Transportation

The Superintendent or designee may authorize transportation for students living outside the attendance area to and from designated bus stops within the attendance area if space is available based on the student fee schedule.

Regulation

approved: September 4, 2007

revised: March 4, 2009

revised: March 15, 2011

revised: February 21, 2012

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

8.6.13

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Administrative Regulation 5111.12

STUDENTS

AR 5111.12(a)

Residency Based on Parent/Guardian Employment

District residency status may be granted to a student whose parent/guardian is employed within district boundaries. (Education Code 48204)

(cf. 5111.1 - District Residency)

(cf. 5117 - Interdistrict Attendance)

Applications for Admission

When applying for his/her child's admission to a district school based on employment, the parent/guardian shall provide proof of employment within district boundaries, such as a paycheck stub or letter from his/her employer.

The Board of Trustees may deny enrollment based on parent/guardian employment if any of the following circumstances exists:

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer. (Education Code 48204)
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan. (Education Code 48204)
3. The school facilities are overcrowded at the relevant grade level.
4. Other circumstances exist that are not arbitrary. (Education Code 48204)

The Superintendent or designee shall notify the parent/guardian in writing of the Board's decision to deny the student admission. The notice shall include specific reasons for the denial.

Students enrolled in the district on the basis of parent/guardian employment shall not be required to reapply for enrollment in subsequent school years. Such students may continue to attend school in the district through the highest grade provided by the district, if the parent/guardian so chooses and if one or both of the student's parents/guardians continue to be employed within district boundaries, subject to the restrictions specified in law related to excess costs and negative impact on desegregation plans. (Education Code 48204)

STUDENTS

AR 5111.12 (b)

Residency Based on Parent/Guardian Employment (continued)

District Students Attending Other Districts Based on Parent/Guardian Employment

When a student's parents/guardians request a transfer to another district based on the parent/guardian's employment within that other district, the Board may deny the request if the percentage of district students admitted to other districts on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (More than one percent of district's ADA or 75 students, whichever is greater) A transfer may also be denied if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan. (Education Code 48204)

The student's parent/guardian shall be notified in writing of the Board's decision to deny the transfer to the school district in which the parent/guardian's employer is situated. The notice shall include specific reasons for the denial.

Legal Reference:

EDUCATION CODE

48200-48204 *Compulsory education law*

ATTORNEY GENERAL OPINIONS

84 *Ops. Cal. Atty. Gen.* 198 (2001)

Management Resources:

WEB SITES

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

Regulation

Approved: September 4, 2007

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

8.6.15

